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Board Cover Memorandum

To Board of Education

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

Meeting Date June 29, 2022

Subject Expanded Learning Programs After School Program Master Contract 2022-2025 with Oakland Leaf Foundation

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services *Vendor will serve as lead agency for program coordination, academic intervention, homework support, student supervision and a variety of enrichment services, as described in the Master Contract, for the five OUSD school sites listed in Exhibit A.*

Term Start Date: 7/1/22 End Date: 7/31/25

Not-To-Exceed Amount \$5,661,628.00

Competitively Bid Yes
If the Service Agreement was not competitively bid and the not-to-exceed 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 and Custodial Services for after school programs.*

Funding Source(s) *Resource 6010 – After School Education and Safety (ASES) Program in the amount of \$2,441,794.00; Resource 4124 – 21st Century Program in the amount of \$219,834.00; Resource 2600 – Expanded Learning Opportunities Program (ELO-P) in the amount of \$3,000,000.00*

Background

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

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

The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade. "Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

This agency 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 for both ASES and 21st Century programs and fee-based programs and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office. The school Principal and their team have selected this agency from a list of approved lead agency partners.

Attachment(s)

- Expanded Learning Programs After School Program Master Contract 2022-2025 with Oakland Leaf Foundation
- Request for Proposal 21-104ASP and Vendor Bid Materials

**Expanded Learning Programs
After School Program Master Contract 2022-2025
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 the OUSD school sites identified in the Scope of Work(s) to be incorporated into this MOU by reference. A summary of Agency after school programs to be offered during the school year (“SUMMARY”) is attached hereto as Exhibit A. Summer programs will be selected through a Scope of Work at a later date, based on OUSD needs and site availability, and subject to Board approval. Identification of summer programs is anticipated in February of each year and after-school providers will be assigned to OUSD schools to facilitate summer programming.
2. **Scope of Work.** The Scope of Work consists of the approved Annual Budget Tool and Annual Expanded Learning Opportunity Program Planning Tool, templates of which are attached hereto as Exhibit B. There shall be a Scope of Work for each separate school site served by AGENCY. The term of the Scope of Work shall not exceed one year. OUSD and AGENCY shall ensure that a Scope of Work is executed for each identified school site no later than 30 days prior to the date on which services under that Scope of Work are scheduled to begin. By approving this Master Contract, and the Scope of Work templates and Summary attached hereto as Exhibits A and B, the OUSD Board of Education (“BOARD”) delegates to the Executive Director of Community Schools and Student Services (“CSSS Executive Director”) the authority to approve and amend individual Scopes of Work for after school programs during the school year without further Board action required. Any Scopes of Work or amendments that will exceed the approved amounts in the SUMMARY require Board approval.
3. These services will be funded by one or more of the following grants:
 - California Department of Education (“CDE”) After School Education and Safety Program (“ASES”)
 - US Department of Education 21st Century Community Learning Centers (21st CCLC)
 - US Department of Education 21st Century High School After School Safety and Enrichment for Teens (“ASSETS”)
 - Expanded Learning Opportunities - Programs (“ELO-P”)
 - 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 ASES and 21st CCLC funds.
 - Private grants
4. **Term of MOU.** The term of this MOU shall be July 1, 2022, through July 31, 2025.
5. **Termination and Suspension.**
 - 5.1. **Termination for convenience by OUSD.** The BOARD may at any time terminate this MOU or any Scope of Work entered into pursuant to Section 2 of 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. The OUSD After Schools Program shall also annually review the AGENCY’S performance and bring recommendations to terminate the AGENCY to the Board.

- 5.2. **Termination for cause by OUSD.** In addition, OUSD may terminate this MOU or any Scope of Work entered for cause should AGENCY fail to perform any part of this MOU. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the BOARD, in which case this Agreement would terminate upon ratification of the termination by the BOARD or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made. 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 for the services through the end of the Term identified in Section 3.
- 5.3. In the event of termination or suspension, AGENCY must, upon request, follow all transition protocols and actively participate in the transition process, attend all transition meetings, promptly turn in all keys and key fobs, transfer custody of all records, and inventory of all after-school supplies.
- 5.4. **Suspension.** If OUSD, at its sole discretion, develops health and/or safety concerns related to the AGENCY's provision of services, then the CSSS Executive Director may, upon approval by OUSD legal counsel, issue a notice to AGENCY to suspend the Agreement or Scope of Work, in which case AGENCY shall stop providing services under the Agreement until further notice from OUSD. OUSD shall compensate AGENCY for services satisfactorily provided through the date of suspension. During the period of suspension, OUSD may procure services from another agency.
- 5.5. **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. In the event AGENCY ceases to provide required services prior to the end of the MOU term, 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 through the end of the Term identified in Section 4. 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.
6. **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, and ELO-P grant award amount for the school sites listed above, funding projection is based on three year grant totals for each school site identified in Exhibit A. The three year not-to-exceed amount for this MOU is \$ 5,661,628.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 6.1. **Total Compensation.** Subject to the provisions of 6.2 Positive Attendance and the provisions of 6.3 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. Funding will be contingent on CDE grant allocations. 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 training and in continuous quality improvement efforts.
- 6.2. **Positive Attendance.** Payment for services rendered related to the ASES, 21st CCLC, ASSETS, and ELO-P grants shall be based on actual student attendance rates (\$10.18 a day per student through ASES, 21st CCLC, ASSETS and ELO-P.), 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 \$10.18

a day for ASES, 21st CCLC, ASSETS, and ELO-P per student. Documentation of attendance must be submitted through the OUSD's Aeries student information system in order for invoices for payment of services for the ASES, 21st CCLC, ASSETS, and ELO-P grants to be processed. Attendance is due by the 10th day of the following month. In the event that any 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 7.4.5 of this MOU, AGENCY shall calculate attendance based on student participation in AGENCY's remote programming.

- 6.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on a quarterly review of monthly invoices and attendance for services rendered related to the ASES, 21ST CCLC (Core Grant), ASSETS, and ELO-P 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 an 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.
- 6.2.2. **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 6.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 6.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 6.4. **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 ASES, 21st CCLC, ASSETS, and ELO-P grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASES 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 ASES, 21st CCLC, ASSETS, and ELO-P 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 ASES, 21st CCLC, ASSETS, and ELO-P programs.
- 6.5. **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 each school year during the Term of this Agreement and will not exceed the budget reflected in Exhibit B for each Scope of Work.
- 6.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD and AGENCY, 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.

6.7. Program Fees. The intent of the ASES, 21st CCLC, ASSETS, and ELO-P 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. The fee structure must be identified within the Scope of Work approved by both parties prior to charging any program fees. AGENCY shall provide the OUSD After School Programs Office 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) and ASSETS must report all fees collected (i.e.- registration fees, family fees, application fees, etc.) to OUSD After-School Program Office for CDE reporting.

7. **Services.** AGENCY will serve as lead agency at the OUSD school sites identified in the annual Scope of Work , will be responsible for operations and management of the ASES, 21st CCLC, ASSETS, ELO-P, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2022-2023 through 2024-2025. This shall include the following required activities:

7.1. **Student Outcomes.** AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team, both of which are incorporated herein. 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.

7.1.1. **Alignment with Single Plan for Student Achievement (“Site Plan”).** AGENCY will ensure the after school program aligns with objectives of OUSD and OUSD school sites identified in the “School Site List and Annual Grant Amounts” attached hereto as Exhibit A which are designed to ensure the success of students as articulated in the Site Plan(s). AGENCY will work in partnership with the school principal(s) to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

7.1.2. **Alignment with LCAP.** AGENCY will ensure the after-school program aligns with objectives LCAP Goal 2: Focal student groups demonstrate accelerated growth to close our equity gap and should be supportive of other LCAP goals, as identified in the Annual Expanded Learning Opportunity Program Planning Tool within the Scope of Work.

7.1.3. **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.

7.2.**Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASES and 21st CCLC and ASSETS, and ELO-P 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.

7.3.**Enrollment.** At each OUSD school site identified in the “School Site List and Annual Grant Amounts” attached hereto as Exhibit A, and for which there is a Scope of Work, AGENCY will enroll sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

7.4.**Program Requirements**

7.4.1. **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. ELO-P funding can be used to support intercession programming and before-school care.

7.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2022–2023 through the 2024-2025 school years. AGENCY will close the ASES, 21st CCLC and ASSETS, and ELO-P program(s) no more than a maximum of 3 days in each of the 2022-2023 through the 2024-2025 school years for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental or ELO-P 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.

7.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES, 21st CCLC, ASSETS, and ELO-P grants for students identified at each of the schools listed in the “School Site List and Annual Grant Amounts” attached hereto Exhibit A. 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 all schools site receiving Equitable Access funding to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental and/or ELO-P 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. If summer services will be added, a separate Scope of Work will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- **Elementary and 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 Elementary and Middle School Sports Release of Liability and Assumption of Risk prior to participation. The Elementary and Middle School Sports Release of Liability and Assumption of Risk template will be provided to the AGENCY by OUSD prior to the beginning of each school year.

7.4.3.1. 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:

7.4.3.1.1. Provide meals and beverages that meet State and Federal standards;

7.4.3.1.2. 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;

7.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;

7.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;

7.4.3.1.5. Provide annual training to AGENCY.

7.4.3.2. Each AGENCY participating in the Nutrition Services super snack/snacks/supper/beverage program shall:

7.4.3.2.1. 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;

7.4.3.2.2. Complete After School Super Snack, Snack, and Supper Menu Production Worksheets (MPW) on a daily basis;

7.4.3.2.3. Ensure meal count is accurate;

- 7.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;
 - 7.4.3.2.5. Return leftovers to the cafeteria;
 - 7.4.3.2.6. Ensure that only students are served and receive food from the program;
 - 7.4.3.2.7. Ensure that meals are not removed from campus
 - 7.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 7.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 7.4.3.3.1. MPW not completed and submitted by the next business day;
 - 7.4.3.3.2. Super Snacks and Snacks are ordered and not picked up
- 7.4.3.4. In addition to any applicable liability associated with audit findings, AGENCY will be charged OUSD's current meal costs that OUSD is unable to claim due to AGENCY's failure to comply with program requirements: The current costs for the 2021-2022 school year are below; these amounts may change throughout the life of the agreement.
- 7.4.3.4.1. Super Snack: \$3.66
 - 7.4.3.4.2. Supper: \$3.66
- 7.4.3.5. 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.
- 7.4.3.6. 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.
- 7.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20 for elementary, middle, and high school programs, with no more than 20 youth for each qualified, adult staff supervisor. TK-K programs must operate on a 1:10 staff to youth ratio.
- 7.4.5. **Remote Provision of Services.** In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.
- 7.5.**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:
- 7.5.1. **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

7.5.2. **Attendance Reports.** AGENCY will provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintain 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 following the termination of this Agreement for auditing purposes.

7.5.3. **Use of Enrollment Process.** AGENCY will use OUSD online and paper After School Program Parent Permission packet, including early release waiver, for all after-school participants. Forms will be provided to AGENCY by OUSD prior to the beginning of each school year. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUS enrollment packet, in advance of distribution.

7.5.4. **Maintain a Clean, Safe, and Secure Environment.** AGENCY shall maintain 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.

7.6. **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(s) to complete and/or update and submit an annual after school safety plan(s) by mid-October each year which aligns with and is part of each 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.

7.7. **Incident and Injury Reporting, Crisis Response and Training; Accident Insurance**

7.7.1. 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 OUSD's incident reporting email address identified in the Incident and Injury Reporting and Crisis Response Protocols 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.

7.8. **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.

7.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:

- Administration, faculty, and staff of each school site covered by this MOU (Exhibit A)
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth

- Community organizations and public agencies

7.10. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

7.11. **Loss of Standing as Qualified Organization:** Failure to ensure MOU requirements are fulfilled may result in loss of good standing as a qualified organization and/or termination of the partnership.

8. **Field Trip Policy. FIELD TRIPS, OFF-SITE EVENTS, AND OFF-SITE ACTIVITIES:**

8.1. AGENCY shall provide each Site Administrator and the OUSD Expanded Learning Office with a schedule of all after-school program field trips and/or off-site events and/or off-site activities, on a template to be provided by OUSD, 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.

8.2. All field trips and off-site events/activities must be approved in advance by OUSD; AGENCY representatives, including staff and subcontractors, may not take students off-site for events, activities, and field trips without OUSD's approval. AGENCY shall submit OUSD's Field Trip request form to the after school site coordinator, agency director, and site administrator to seek approval. AGENCY shall comply with OUSD policy and regulations regarding Field Trips.

If AGENCY becomes aware of an unauthorized field trip or off-site activity/event prior to the trip taking place, AGENCY shall cancel the trip/activity and notify the family, site leader, and OUSD Expanded Learning Office. Nothing in the preceding sentence shall be construed as requiring reporting to families, site leaders, or OUSD Expanded Learning Office when it is prohibited by law.

If AGENCY becomes aware of an unauthorized field trip or off-site activity/event after the trip/activity has taken place, AGENCY shall immediately terminate the AGENCY staff or subcontractor organizing the trip, and notify the family, site leader, and OUSD Expanded Learning Office. Nothing in the preceding sentence shall be construed as requiring reporting to families, site leaders, or OUSD Expanded Learning Office when it is prohibited by law.

8.3. AGENCY hereby certifies that after-school and any summer program staff and/or subcontractors will comply with OUSD board policy and regulations, and the procedures in Sections 8.3, 8.4, 8.5, and 8.6, for all field trips, off-site events and off-site activities.

8.3.1. **Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgment must be signed by all adult chaperones both of which shall include the following information:

8.3.1.1. a full description of the trip and scheduled activities

8.3.1.2. student/adult participant health information

8.3.2. **"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.”

8.3.3. After school and summer program staff or subcontractors leading trip must have a written list of students attending the trip.

8.3.4. No student shall be prevented from making a trip due to lack of sufficient funds.

8.3.5. After school and summer program staff or subcontractors leading the trip shall have a sufficient first aid kit in their 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.

8.3.6. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of the trip and any needed revisions to the 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 the physician’s instructions.

8.3.7. **Supervision**

8.3.7.1. AGENCY Executive Director must review and approve the supervision plan.

8.3.7.2. Trip as structured is appropriate to age, grade level, and course of study.

8.3.7.3. 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 duties, 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 the 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.

8.3.7.4. 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.

8.3.7.5. 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.

8.3.7.6. 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).

8.3.8. **Transportation Requirements:** The AGENCY after-school and summer program staff or subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY’s own equipment, contract to provide transportation, or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians’ written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation

arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 per occurrence/\$2,000,000 aggregate 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.

8.3.9. 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.

8.3.10. Vendor is licensed to provide all proposed activities.

8.3.11. 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.)

8.4. Additional Requirements for High Risk, Overnight, or Out of State Trips:

8.4.1. Definition of High-Risk Activities

8.4.1.1. 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

8.4.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.

8.4.1.3. 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.

8.4.2. 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.

8.4.3. 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 is negative shall thereafter be required to take a tuberculosis test every four years or sooner if deemed necessary by AGENCY.

8.4.4. 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 the trip to discuss trip and safety-related procedures, itinerary and questions.

8.4.5. Sleeping arrangements and night supervision are safe and appropriate.

8.4.6. **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

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

8.5.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.

8.5.2. 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 ratios and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

8.5.3. Swimming Activities

8.5.3.1. 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 the trip and a tracking system is designed to ensure they do not enter the pool or swim area.

8.5.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after-school program staff before the trip is scheduled.

- 8.5.3.3. 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.
- 8.5.3.4. 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.
- 8.5.3.5. 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.
- 8.5.3.6. 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.
- 8.5.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 8.5.3.8. Staff and chaperones assigned to supervise students must wear swimsuits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 8.5.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 8.5.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

- 8.6.1. 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 OUSD Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver, on a form to be provided by the OUSD to AGENCY prior to the beginning of each school year, 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
 - 8.6.2. 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.
 - 8.7. 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).
9. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASES, 21st CCLC, ASSETS, & ELO-P grant funds contracted to AGENCY by OUSD for the 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.

9.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.

9.2. **Disputes.** AGENCY shall make all records related to ASES, 21ST CCLC, ASSETS, and ELO-P 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.

10. Invoicing

10.1. **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.

10.2. **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.

10.3. **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, to be provided by OUSD to AGENCY prior to the beginning of each school year, for regular invoice submission.

10.4. **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 C)**

10.5. **Submission of Invoices for ASES, 21st Century, and ELO-P Grants.** For services rendered related to the ASES, 21st CCLC, ASSETS, ELO-P grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASES, 21ST CCLC, ASSETS, and ELO-P grants, with a cumulative total for 2022-2025 not to exceed the amount identified in Section 6, and 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 Expanded Learning Office via Salesforce Community invoicing tool. AGENCY will also submit the required OUSD invoicing and staff qualifications form via the Salesforce Community. 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.

11. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES, 21st CCLC, ASSETS, and ELO-P 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.

12. Changes

12.1. **Agency Changes.** AGENCY may, at any time, request in writing changes to the Scope of Work. . 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 request 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 an amended Scope of Work and signed by OUSD prior to AGENCY's implementation of such changes; changes that increase the proposed budget may require prior approval by the BOARD.

12.2. **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 2022-2023 through the 2024-2025 fiscal years to reflect additional changes resulting from such legislation.

13. Conduct of Consultant

13.1. **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:

13.1.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense Mandated Reporter training equivalent to that set forth in California Education Code section 44691(b) 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.

13.1.2. **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.

13.1.3. **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.

- 13.1.4. **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 equivalent 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.
- 13.2. **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, employees, representatives, or agents from the 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.
- 13.3. **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 F 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 a 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.
- 13.4. **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.
- 13.5. **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).

13.6. 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 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. AGENCY employees shall undergo training around appropriate interactions with students in child development setting.

13.7. 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 a positive school climate.

14. 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 or 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.

15. 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:

15.1. 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 / \$2,000,000 aggregate.

15.2. Worker's Compensation insurance, as required by the California Labor Code, with not less than the statutory limits.

15.3. 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 ensured 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 commences under this MOU. If at any time said policies of insurance lapse or become canceled, OUSD may immediately terminate this agreement. 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 D).

16. **Legal Notices.** All legal notices provided for under this MOU shall be sent via email to the email address set forth below, or personally delivered during normal business hours, or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Martha Pena
Site/Dept: 922/Community Schools & Student Services
Address: 1000 Broadway, Suite 150
City, ST Zip: Oakland, CA 94607
Phone: 510-879-2427
Email: martha.pena@ousd.org

AGENCY

Name: Melissa Mendez Ochoa
Title: Executive Director
Address: 520 Third Street, Suite 109
City, ST Zip: Oakland, CA 94609
Phone: 510-564-4334
Email: Melissa.mendez_ochoa@oaklandleaf.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

17. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
18. **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.
19. **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 jointly 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.
20. **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/>

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

OAKLAND UNIFIED SCHOOL DISTRICT

S.S.O. Yee 6/30/2022
 President, Board of Education Date
 State Administrator
 Superintendent

J. H. ... 6/30/2022
Secretary, Board of Education Date

DocuSigned by:
Andrea Bustamante 5/31/2022
B08EC2B9F1FF4AB
Executive Director Date
Community Schools and Student Services Dept.

DocuSigned by:
Sandra Aguilera 5/31/2022
B072CB8033AD406
Chief Academic Officer Date
Continuous School Improvement

AGENCY

DocuSigned by:
Melissa Mendez Ochoa 5/31/2022
F316C1B863F49A...
Agency Signature Date

Melissa Mendez Ochoa, Executive Director
Print Name, Title

Attachments:

- **Exhibit A.** School Site List and Annual Grant Amounts
- **Exhibit B.** Scope of Work Template and Budget Tool Template
- **Exhibit C.** Procedure for Invoicing & Attendance
- **Exhibit D.** Certificates of Insurance
- **Exhibit E.** Statement of Qualifications
- **Exhibit F.** Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

Legislative File ID: 22-1494

MOU template approved by OUSD Office of the General Counsel May 2022

Exhibit A
 Schools Sites Supported Under this Agreement and Annual Grant Amounts
 After School Programs (Not Summer School)

After-School Sites:

School Site Name:	Projected After-School Enrollment Numbers:	Projected Three Year Grant:
Bret Harte Middle	190	\$1,430,282.52
Cleveland Elementary	123	\$1,057,836.39
EnCompass Academy	123	\$1,057,836.39
International Community School	123	\$1,057,836.39
Think College Now Elementary	123	\$1,057,836.39
	Total:	\$5,661,628.08

Exhibit B

Blank Template of PPT and Budget Tool

INSERT HERE



22-23 OUSD Expanded Learning Programs -After-School Program

ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2022-2023

ASES, 21st Century, and ELO-P After-School Program Plan

@

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION			
School Site Name:	<input type="text"/>	School Type:	<input type="checkbox"/> Elementary (TK-5) <input type="checkbox"/> Elementary/Middle (TK-8) <input type="checkbox"/> Middle (6-8) <input type="checkbox"/> High School (9-12) <input type="checkbox"/> - Alternative High School <input type="checkbox"/> - Continuation High School <input type="checkbox"/> - Comprehensive High School
CDS Code: <i>(This is a 14-digit code, search here)</i>	<input type="text"/>	Expanded Learning Lead Agency:	<input type="text"/>
Principal Name:	<input type="text"/>	Principal Signature and date:	<input type="text"/>
Lead Agency Signatory Name:	<input type="text"/>	Lead Agency Signature and date:	<input type="text"/>
Executive Director, Community Schools & Student Services:	<input type="text"/>	Executive Director, CSSS Signature and date:	<input type="text"/>

SECTION 2: PROGRAM OPERATIONS Average Daily Attendance, Program Dates, Minimum Days & Enrollment	
To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year. Programs must begin to operate on the first day of school and run until the last day of school.	
Projected daily attendance for 2022-2023 school year program.	<input type="text"/>
Program Operations for the 2022-2023 school year. First Day: August 8, 2022 Last Day: May 25, 2023	
UPDATED ED CODE:	Per CDE Education Code Section 8483.7(c) allows programs to closed for a maximum of 3 days during a calendar year (not a school year) for staff development. Families and school site personnel must be notified of these program closure dates in advance, and the lead agency must maintain and upload documentation of professional development activities offered on these dates, including training agenda and staff sign-in sheets. This should be uploaded no later than 5 business days after the closure day.
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 2022). 1st: <input type="text"/> 2nd: <input type="text"/> 3rd: <input type="text"/>	
Minimum Days. When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming. There is an expectation already established for the 36 weekly minimum days, however, if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.	
Projected Number of Minimum Days for School Year 2022-2023:	<input type="text"/>
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, the school-site should help identify additional funds to support these additional hours of programs?	

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

Which of the following program models will your site operate as for 2022-2023? [\(If you choose Extended Day, please explain why using this link.\)](#)

Program Model:	Please only select ONE of the options below
	<input type="checkbox"/> Traditional After-school <input type="checkbox"/> Extended Program <input type="checkbox"/> Blended/Hybrid

<p>Traditional After-School: Voluntary program, open to all students, with enrollment priorities targeting certain students.</p> <p>Extended Day Program: After-school-program classes offered to an entire group of students from targeted grades and/or for all students of the school after the end of the regular bell schedule. (Note: extended day classes must not appear on the school bell schedule)</p> <p>Blended/Hybrid: A combination of some extended day and some traditional after-school programming. (If you are conducting a blended/hybrid program, please use the section below to explain your program model type.)</p>	<p style="text-align: center;">Which grade levels will be served by this program?</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">TK</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>K</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>1</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>2</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>3</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>4</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>5</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>6</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>7</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>8</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>9</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>10</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>11</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>12</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table>	TK	<input type="checkbox"/>	K	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	6	<input type="checkbox"/>	7	<input type="checkbox"/>	8	<input type="checkbox"/>	9	<input type="checkbox"/>	10	<input type="checkbox"/>	11	<input type="checkbox"/>	12	<input type="checkbox"/>
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11	<input type="checkbox"/>																												
12	<input type="checkbox"/>																												

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 the Program Plan folder

Important dates to include in your timeline

April - June: Spring enrollment for 2022-2023 programs.
 Families will be notified of 2022-2023 after-school enrollment before the **last day of school, May 27, 2022.**
 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.
 The remaining program slots will be filled by **September 30, 2022**, 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** for grades 7-12 after program slots are filled. There should be no waitlists for grades

TK-6 as funding is provided through ELO-P to eliminate waitlists for those grades.

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 High School and Continuation schools based on alternative schedules and intercession. 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 2022. Indicate how families will be notified of 2022-2023 enrollment before the last day of school.**

SECTION 3b: GOLDEN TICKET

Who can receive the Golden Ticket?

Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a *Golden Ticket*. Transitional students are by definition:

- Any OUSD student who is a homeless youth, as defined by the federal ***McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)**, who is in foster care, or is designated as an unaccompanied minor.

- Any OUSD student who identifies as a newcomer, refugee or as an asylee. ***Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)**
 - Establishes the definition of homeless used by schools
 - Ensures that children and youth experiencing homelessness have immediate and equal access to public education
 - Provides for educational access, stability, and support to promote school success
 - Needed to address the unique barriers faced by many homeless students

SECTION 4: PROGRAM COMPONENTS (The descriptions below should reflect site's specific needs)

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

I am aware of and will implement the required educational component listed above.

Educational and Literacy Component that includes tutoring/homework assistance in the core subject (language arts, math, history/social science etc) Make sure to include how you will integrate SIPPS (k-5) and/or Reading with Relevance (6-12).

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

Respond Below:

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

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

Respond Below:

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

How does the expanded learning 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:

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

Please check here if you want to partner with Oakland Athletic League to provide organized sports in the **elementary** program.

CDE expects **Elementary** programs to offer 30-60 minutes of developmentally appropriate, **daily physical activity** (to help meet CDE recommendation of 60 daily minutes of moderate to vigorous physical activity for youth) **This is not 'free play' or recess.** (We understand Middle and High will vary based on sports programs and scheduling. Please explain how the after-school program will address physical activity in your program, including type, frequency, and target population. All students should have the opportunity for physical activity).

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

Describe how the after-school program will provide [structured physical activity](#) for all participants. (Include specific strategies to promote [healthy choices and behaviors](#).)

Respond Below:

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

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

Respond Below:

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

a. **Make sure your program schedule includes:**

- i. **Any before care offered for TK- 6th grade**
- ii. **Class/Activity title i.e. African Dance, not just enrichment**
- iii. **Day and time offered**

b. Complete this form to design the 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 expanded learning 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 expanded learning program further these OUSD Learning Goals? (Choose 2-3 to focus on for the 2022-23 School Year)

Respond Below:

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

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

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

POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards

Fill out this [Google Form](#) to identify where your program is with'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 * CURIOSITY (TH3C)

Indicate which stakeholders who participated in the Program Self-Assessment in 2021-2022

- | | | |
|---|--|--|
| <input type="checkbox"/> Internal evaluator | <input type="checkbox"/> External evaluator | <input type="checkbox"/> School administrator |
| <input type="checkbox"/> District administrator | <input type="checkbox"/> Certificated staff | <input type="checkbox"/> Classified staff |
| <input type="checkbox"/> Program director | <input type="checkbox"/> Site coordinator | <input type="checkbox"/> Site-level/line staff |
| <input type="checkbox"/> Parents/guardians | <input type="checkbox"/> Students | <input type="checkbox"/> Community partners |
| <input type="checkbox"/> Advisory group | <input type="checkbox"/> Other stakeholders: | |

TRUTH

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

[Please use this template to help you identify your truth.](#)

Respond Below:

HOPE

Given what was shared in the **Truth** section, what is the vision for the program as identified by students, families, parents, staff, and site support team?

Respond Below:

CHANGE

What shifts are needed to realize the **Hope** identified above and what steps are needed to make those shifts happen? (ie: Program components, leadership, organizational management, or fiscal)

Respond Below:

CURIOSITY

What questions or inquiries need consideration when exploring the "shifts"? What supports or resources are needed to make the "shifts" happen?

Respond Below:

CELEBRATE

In terms of the current school year, what are some grows or glows (ie. small or big wins) that happened for the program?

Respond Below:

Section 6: The Expanded Learning Opportunities Program (ELO-P) provides funding for after-school and summer school enrichment programs for transitional kindergarten through sixth grade.

*****High school programs do not need to complete this section.*****

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. The Legislature intends that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

ELO-Program Elements:

- Offer 9 Hours of Programming (School day hours count toward the 9 hours)
- Support TK-6th
- 175 school days & 30 days intersessions
- TK/K staff ratio 10:1
- Must offer the program to all students
- Parallel ASES Compliance Reporting
- Support [LCAP Goals](#)
- Support Unduplicated Students (UDS) - [CDE Definition](#) of UDS.
 - 2021-2022 School [Site UDS numbers](#)
- ELO-P funding **can not** be used to provide school day supports

Expanded Learning Priorities

- Offer Expanded Learning Programming to TK-K students
- Offer Expanded Learning Programming to **ALL** students (Prioritize targeted students - foster youth, unhoused, newcomer, etc)
- Integrated Academic and Enrichment based Summer Learning programming

TK - Kinder Programming (10:1 student to Staff Ratio) - \$3,500/per student/per year

Please Indicate below which partner will support TK-K After-School Care:

- Expanded Learning Provider
 OUSD School Staff
 Early Childhood Staff

Program Information:

# Students Served by ExLO Provider (Minimum of 10 students)	X	\$3,500	Total:	\$0.00
# Students Served by OUSD/ ECE staff	(OUSD staff paid based upon the current ET/OT contracted amount)			
# Additional Staff				
If a staff has been identified, please add their name(s):				
# Additional Facilities (classrooms)				

Expanded Learning Program Hours: _____ Start Time: _____
 End Time: _____

List Activities Below:

Please briefly describe which LCAP Goal(s) this program will support: [LCAP Metrics.](#)

Provide Expanded Learning Opportunities for ALL unduplicated students - (20:1 student to Staff Ratio) - \$10.18/per child/per day

Please Indicate below which staff or partner will support increasing student enrollment:

- Expanded Learning Provider
 OUSD School Staff

Program Information:

# Students on the waitlist (not funded through ASES or 21st CCLC)	x (\$10.18) x (180/days)	Total:	\$0.00
---	--------------------------	--------	--------

List Activities Below:

<input type="checkbox"/> Before School Care <input type="checkbox"/> OAL Sports <input type="checkbox"/> RJ Program <input type="checkbox"/>	<input type="checkbox"/> Other:
---	---------------------------------

Please briefly describe which LCAP Goal(s) this program will support: [LCAP Metrics.](#)

Total ELO-P Funding	
\$0.00	TK-K Expanded Learning Programs
\$0.00	Access to Expanded Learning Programs for ALL
\$0.00	Total Services

Total Additional students (non ASES/21st)	
	Total TK-K
	Total Additional Students
0	Total Additional Students

SECTION 7: Facilities

(a) Plan with the school site administrator which rooms and outside spaces the expanded learning program will use Monday - Friday from the start of the program to 6. Make sure to include bathrooms and snack areas.

(b) Lead Agency Director, will go into Facilitron website to complete facilities usage requests no later than May 15, 2022. Visit Facilitron website at: www.facilitron.com/dashboard/login

*NOTE: If using the school kitchen during the program, there needs to be an **additional approved Facilitron request**. A Nutritional Services (NS) staff member must supervise the proper use of the kitchen equipment and clean up afterward. Program using the kitchen will need to pay for the NS staff member's time during the kitchen use, similar to custodian services. The staff's hourly rate will determine the rate of pay.

Indoors (specify room numbers and space names)			Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used

In addition, choose up to 5 other dates the program will use space outside of normal program hours. This includes any Saturdays or intercession activities. Please specify which space will be needed (IE: showcases, events and family engagement). Be advised any additional dates/spaces used outside of these dates, the lead agency will be responsible for facilities cost.

Name of Event	Potential Date	Number of Students	Hours of Use/Room Numbers

SECTION 8a: PROGRAM FEES

Will this expanded learning program charge program fees for 2022-2023 Yes No

If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency boxes must be initialed.

Principal	Lead Agency	ASSURANCES
		Our program will not turn away any eligible students 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 . Fees can not be charged to any unduplicated student.
		Our program will provide receipts to parents/guardians for each payment made.
		The lead agency will manage funds raised by program fees according to standard accounting practices and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing the 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 8b: PROGRAM FEES (Continued)

Describe how the school/program plans to collect program fees and who will be exempt from paying fees or receiving a reduced fee?

Describe how all fees collected will be used for expanded learning programming.

Describe how fees will be communicated to school leaders/school community.

Instructions:

Please navigate to the folder for the 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 your Enrollment Timeline file. Please name your file in this format: SchoolName_DocumentName

Please check the box below after completing the above instructions

A copy of written evidence of the program fee materials/process (i.e. parent letters, parent handbook, etc. meeting with agenda/minutes) has been uploaded into the Program Plans folder

OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements 2022–2023

<u>School Site</u>	
<u>Lead Agency</u>	<u>Date</u>
<u>Name of Expanded Learning Program</u>	<u>Expanded Learning Site Coordinator Name (if known at this time)</u>

Expanded Learning Safety and Emergency Planning

1. The 2022-2023 Comprehensive School Site Safety Plan includes the **Expanded Learning Emergency Plan**. The Site Administrator and the Expanded Learning Program (ExLO) Site Coordinator will update the Expanded Learning Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.

Indicate all actions that will occur to ensure after school program safety and alignment with school day procedures for emergency preparedness and emergency response:

<input type="checkbox"/>	The Site Administrator and ExLO Site Coordinator will meet at beginning of the school year to update the Expanded Learning Emergency Plan collaboratively.
<input type="checkbox"/>	Site will share the Comprehensive School Site Safety Plan with an expanded learning partner.
<input type="checkbox"/>	School day and expanded learning programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
<input type="checkbox"/>	Expanded learning staff will participate in site-level faculty safety trainings.
<input type="checkbox"/>	School will provide expanded learning staff with access to disaster supplies and other resources in case there is an emergency after school.
<input type="checkbox"/>	Site Administrator and ExLO Site Coordinator will meet regularly to review expanded learning incidences and update safety plans as needed.
<input type="checkbox"/>	The completed Expanded Learning Emergency Plan will be submitted to the Expanded Learning Programs Office by 10/1/22.
<input type="checkbox"/>	Other:

2. List the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

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

Yes
No

Facility Keys

It is critical that the Expanded Learning Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. Will the expanded learning Program **have access to facility keys** for all areas where expanded learning programming occurs?

Yes No

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

Culture Keeper Staffing

Check One:

- Site will utilize expanded learning and/or school day funds to pay Extra-time/Over-time (ET/OT) for an ExLO Culture Keeper.
- Site does not need a Culture Keeper,
- Site does not have the resources to fund an ExLO Culture Keeper.

2022-23 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

Site Name:	ASES		21CCCLC Core		21CCCLC Equitable Access		ELOP		OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds	
Site #:	Resource 6010, Program 1553		Resource 4214, Program		Resource 4124, Program		Resource 2600, Program 1553						
Average # of students to be served daily (ADA):	0	%	OUSD	Lead Agency	%	OUSD	Lead Agency	%	OUSD	Lead Agency	%	OUSD	Lead Agency
TOTAL GRANT AWARD			0.00		0.00		0.00		0.00			0.00	0.00
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL,													
	OUSD Indirect (5.00%)		0.00		0.00		0.00		0.00				
	OUSD ASPO admin, evaluation, and training/technical assistance costs		0.00		0.00		0.00		0.00				
	Custodial Staffing and Supplies at 3.5%		0.00		0.00		0.00		0.00				
TOTAL SITE ALLOCATION			0.00		0.00		0.00		0.00				
CERTIFICATED PERSONNEL													
1120	Quality Support Coach/Academic Liaison		0.00		0.00		0.00		0.00			0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0.00		0.00		0.00		0.00			0.00	
1120	Certificated Teacher Extended Contracts- ELL supports												
1120	Certificated Teacher Extended Contracts- math or ELA academic											0.00	
Total certificated			0.00		0.00		0.00		0.00			0.00	0.00
CLASSIFIED PERSONNEL													
2205	Site Coordinator (list here, if district employee)		0.00	0.00								0.00	0.00
2220	SSO (optional)		0.00		0.00		0.00					0.00	
			0.00										
			0.00										
Total classified			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BENEFITS													
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		0.00		0.00		0.00		0.00				
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		0.00		0.00		0.00		0.00				

Exhibit C (1)



PROCEDURE FOR INVOICING & ATTENDANCE
Oakland Unified School District
Comprehensive After School Programs

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

- ◆ All ELO-P, 21st Century and/or ASES attendances and invoices must be submitted via the OUSD/Expanded Learning Salesforce Community.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ All attendance must be entered into Aeries Student Information System and all copies of sign-in/sign-out sheets must be uploaded into the site's deliverable Google folder.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including a number of hours worked and the hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices and attendance for the month are due in the After School Programs Office no later than 5:00 p.m. on the 10th of the following month.
- ◆ **Invoices should be accompanied by one Invoicing and Staff Qualifications form per school site.**

If there are any questions regarding the invoicing process, please contact our office at (510) 879-2888.



Exhibit C (2)

PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS

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

Paying OUSD Certificated Employees (Teachers)

- ◆ Extended Contract teachers should submit a “Request for Extended Contract” form to After School Programs Office IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ 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 ELO-P, 21st Century and/or ASES Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers on extended contracts is \$38.50/hr.**
- ◆ Once the Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.
- ◆ Timesheets should be submitted to the After School Programs Office no later than the last working day of any month for payment at the end of the following month.

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

Exhibit C (3)



**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)
for OUSD CLASSIFIED EMPLOYEES**

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

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

- ◆ Complete Informed K-12 OUSD ET/OT Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All Culture Keeper ET/OT forms must be submitted electronically to Culture Keeper Coordinator
- ◆ Any other ET/OT forms for 21st Century and ASES classified staff must be routed to school Principal, who should then route to After School Program Office. ET/OT forms must be delivered to the After School Programs Office no later than each classified payday for payment on the following payday.
- ◆ *Rate varies depending on employee's hourly rate*

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

Exhibit D

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2021

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

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

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710		CONTACT NAME: Allyyah Harvey PHONE (A/C No. Ext): (510) 548-8200 FAX (A/C No.): (510) 548-6145 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com	
INSURED Oakland Leaf Foundation 520 3rd Street #109 Oakland CA 94607		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NIAC	NAIC # 99998
		INSURER B: Hartford of the Midwest	37478
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2192815912 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		202116332NPO	10/05/2021	10/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202116332NPO	10/05/2021	10/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			202116332UMBPO	10/05/2021	10/05/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	57WECAE2JLV	10/30/2021	10/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured in regards to the operations of the insured when required by written contract.

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

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POLICY NUMBER: 2021-16332
Named Insured: Oakland Leaf Foundation

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Oakland Unified School District

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

A. Section II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you

However:

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

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

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

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

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

Exhibit E

Statement of Qualifications

INSERT HERE



OAKLAND LEAF

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 action!" 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

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.



Memo

Date: March 21, 2022

RE: Staff Qualifications

To Whom It May Concern:

All Oakland Leaf employees, volunteers, and agents working in our after-school program will have the following clearances before they begin work at our assigned OUSD School sites for the 2022-2023

School Year Program Dates:

- Fingerprint clearance through the Department of Justice and FBI
- TB clearance within the last 4 years
- Mandated Reporter Training
- Signed agreement to Oakland Leaf's Code of Conduct for Working with Youth
- Sexual Harassment Training

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

Thank you,

A handwritten signature in black ink, appearing to read 'Melissa Mendez Ochoa'.

Melissa Mendez Ochoa
Executive Director

EXHIBIT F

Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

As set forth in Paragraph 13.3 of the Memorandum of Understanding between AGENCY and Oakland Unified School District (“OUSD”), this Agreement (“Agreement”) allows for the employment of the EMPLOYEE, _____, for distinct and separate employment roles with OUSD and with AGENCY. These two employment positions do not overlap in duties, hours, or control by the respective employers, OUSD or AGENCY. As used in this Agreement, “Parties” means Employee, OUSD, and AGENCY.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

-
- President, Board of Education
 - Superintendent or Designee

Secretary, Board of Education

AGENCY

EMPLOYEE



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 21-104ASP

**EXPANDED LEARNING
FOR AFTER SCHOOL PROGRAMS**

* Submit proposals and all questions/inquiries to:

OAKLAND UNIFIED SCHOOL DISTRICT

Attention: Martha Pena

1000 Broadway, Suite 150

OAKLAND, CA 94607

**** Organizations will need to Pre-Register with the OUSD Expanded Learning Office to receive access to an assigned Google Folder for submission. ****

email: martha.pena@ousd.org

phone: (510) 879-2457

Proposals Due:

6/30/2021 at 2:00 PM

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Expanded Learning Lead Agency Request for Qualifications

EXPANDED LEARNING OFFICE

WWW.OUSD.ORG

OUSD RFQ Application Submission Instructions and Deadline

All applications must be completed, submitted electronically, and received by June 30, 2021 by 5:00 pm (PST)*:

1. Organizations will need to [Pre-Register with the OUSD Expanded Learning Office](#) to receive access to an assigned Google Folder.
2. The complete RFQ application, the signature pages and required supporting documentation in Appendix III must be uploaded into their assigned Google Folder.**
3. All uploaded files must be converted to a PDF format and made accessible to OUSD. Any files missing could result in a disqualification from the current RFQ process.

** Applications submitted after 5:00 pm (PST) on June 30, 2021 will not be considered.*

*** Applications submitted by facsimile, telephone or electronic mail will not be accepted.*

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This RFQ document and additional materials referenced within can be accessed at the OUSD website: www.ousd.org/afterschool. Select the “2021 Lead Agency Request for Qualifications” link under “Afterschool Programs.” Any updates on the RFQ process will be posted here and you may sign up for our mailing list, so applicants are encouraged to visit the webpage.



B. Schedule

Event	Date	Info
RFR Process 2021 Announced	May 4, 2021	Save-the-Date
RFQ Digital Application Released	May 25, 2021	
RFQ Bidders' Conference (Virtual) RFQ Office Hours	Session 1: June 2, 2021 @ 10am Session 2: June 2, 2021 @ 4pm	Register using link below: <ul style="list-style-type: none"> ■ Session 1: 10:00 am – 11:30 am ■ Session 2: 4:00 pm – 5:30 pm
RFQ 101 for New Organizations	June 9, 2021, @ 4:00 pm	<ul style="list-style-type: none"> ■ Session Registration Link
Google Folder Registration	June 15, 2021	<ul style="list-style-type: none"> ■ Google Folder Registration
RFQ Submission Dates	June 30, 2021 by 5:00 pm (PST)	Digital application date/time stamped
Lead Agency Status Notifications	Aug 20, 2021	
Deadline to Appeal Decision	Aug 27, 2021	
Status Notification Publicized	September 3, 2021	
School Site/Lead Agency Matching Process	Sept 3 - Dec 1, 2021 (tentative)	
OUSD MOU Approval Season	May/June 2022	
Lead Agency Service Contract	July 1, 2022 - June 30, 2025	



What is an RFQ? An RFQ (Request for Qualifications) is a qualifications-based selection process, in accordance with Public Contracts Code section 20111.5. It is a request by OUSD Dept. of Expanded Learning for non-profit organizations to submit their qualifications to be considered an OUSD approved primary contractor/expanded learning program provider for district school-site based expanded learning after-school program services, after which OUSD will determine which providers are qualified and award contracts based on that determination.

What is a Bidders Conference? A bidder's conference is an informational meeting open to the public that the OUSD Dept. of Expanded Learning hosts upon releasing the RFQ. The bidder's conference is designed to give interested and eligible non-profit youth-serving organizations the opportunity to receive information regarding the RFQ process for OUSD expanded learning programs. This event is designed to provide clarity to non-profit organizations who are interested in applying. Organizations will consider whether they are positioned to demonstrate the capacity to facilitate comprehensive expanded learning after-school program services with fidelity.

C. Required Supporting Documentation

To support RFQ responses and verify organizational qualifications, the following documentation is required. The *Application Questions* in Appendix II will directly reference these documents and ask for an elaboration of the information these documents provide. These documents do not count towards the 10-page limit for the RFQ application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

- 1) One (1) sample Expanded Learning Program weekly schedule -
Please list all activities with a short description of each activity
- 2) Program budget pertaining to the program schedule (see Application Question 2 in Appendix II for details)
- 3) Profit and loss statement and/or Copy of 2020 990 Tax Form
- 4) Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)
- 5) Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)



- 6) Copy of organization's 501(c)(3) letter
- 7) Bank Statements to show proof of operating cash reserves (see Application Question 2 in Appendix II for details)
- 8) Job description for Site Coordinator and Program Instructor
- 9) Copy of IRS Letter Certifying Tax Exempt Status
- 10) Proof of "Active" status with the office of the California Secretary of State
- 11) Board Roster and Minutes – Include the current board roster indicating officers and affiliations as well as Minutes from the 2020-2021 school year.
- 12) Signed Letter of Agreement (see Section N)
- 13) Most recent audited financial statements within 2 years and summary of the audit findings
- 14) Letters of Reference (maximum of 2)
- 15) Documents demonstrating fulfillment of minimum qualifications (see Section M)
- 16) Certificate of current insurance



D. Introduction and Overview

The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested nonprofit organizations to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering, and operating effective, high-quality expanded learning programs. Programs must support and align with the OUSD's goal of ensuring that every student graduates college, career, and community ready. Eligible providers will be committed to OUSD's strategic plan and shared citywide goals. Lead Agency partners will invest in providing expanded learning supplemental programs that complement the regular school day program and support the OUSD priorities for student achievement, health, and well-being. Oakland Unified School District's (OUSD) mission is to build a Full-Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers every day. Expanded Learning supports this mission while holding our values of equity, joy, and liberation for youth and adults with the express purpose of interrupting inequity, examining biases, and creating inclusive and just conditions for all students to achieve equally high outcomes.

Select Lead Agencies will commit to working in partnership with school sites and the OUSD Expanded Learning Office (ExLO). Through the RFQ process, OUSD seeks organizations who demonstrate the capacity to work within the established OUSD model of school and community partnerships and various funding sources' parameters. Organizations must be fiscally sound with the capacity to leverage other resources to provide students with high quality expanded learning programming: after-school and summer youth development experiences that complement and support school district and city priorities for student success and well-being.

Community organizations that serve as a Lead Agency are an integral part of our OUSD Full Service Community Schools and make an impactful contribution toward strengthening our district, expanded learning system, and community.

Term of the List of Qualified Agencies

This Request for Qualifications (RFQ) for Expanded Learning & Summer Program Lead Agency will result in a list of OUSD vetted lead agencies with which OUSD will enter three-year master contracts. From the list of contracted agencies, school site administrators may select an OUSD approved expanded learning program provider. An organization being placed on the approved Lead Agency list and entering a master contract with OUSD does not guarantee an assignment at an OUSD school site.

The selection of the expanded learnings & summer program Lead Agency is at the discretion of the school site administrator (Principal). School site administrators will select a Lead Agency from the list of approved after-school providers by assessing the quality/capacity of the current expanded learning program, identifying program goals, and considering any other factors relevant to the school site. Supplemental school programs will be chosen by the district. Yearly



program plans are created through a partnership between the Lead Agency and school site administrators to ensure both parties are meeting overall program expectations.

Once selected to serve at a given school, a Lead Agency will continue there, subject to continuing annual approval of the school site administrator and District.

Overview of OUSD Expanded Learning Programs

OUSD Expanded Learning Programs strive to create and sustain "safe haven" environments where Oakland children and youth can access expanded learning opportunities and integrated education, health, cultural, and enrichment programs outside of school hours or the regular school year. OUSD Expanded Learning Programs operate in elementary, middle, and high schools across the city of Oakland.

When programming is conducted in-person, over 8,000 students across 73 schools participate in OUSD expanded learning programs that operate Monday - Friday until 6:00 pm. Students who participate in expanded learning programs every day receive an additional 540 hours of learning by the end of the school year, equivalent to 90 additional days of school. In these valuable after-school hours, students engage in youth development activities that foster their physical health, social-emotional learning/well-being, and support their academic achievement in school. In order to meet these goals, the quality and success of the District's expanded learning programs is critical.

These expanded learning and summer programs are aligned with efforts in Oakland to improve young people's educational outcomes, including Oakland's investment in the Kids First! Legislative initiative goal to "Help Children and Youth Succeed in School and Graduate High School" and the Oakland Unified School District's Full Service Community Schools initiative that seeks to provide health, education, and social services to youth, their families and the community.

OUSD expanded learning and summer programs offer critical support to schools, students, and their families. In addition to providing children and youth with sanctuary, quality expanded learning programs to support students academically and socially, OUSD expanded learning programs serve a large proportion of youth who typically benefit from additional learning support, including students from low-income households (75%) and English Learners (31%). Additionally, approximately 25% of OUSD after-school participants are African American and 45% are Latino.

OUSD seeks community partners whose organization mission and vision closely align and support the District's strategic plan and vision for Full Service Community Schools.

High quality expanded learning programs must satisfy the various grant funding requirements—detailed further below and in the MOU—and provide additional opportunities for youth to practice the academic and social skills they need to succeed. OUSD expanded learning programs provide youth with a mix of academic support, recreational/physical, and enrichment activities. Within these broad categories, expanded learning providers work collaboratively with school partners to develop a balance of activities that meet the unique interests and needs of the student population and support the goals and priorities of the school

community for student achievement and well-being. Below are examples of the mix of after-school activities offered in OUSD Expanded Learning Programs.

SAMPLE AFTER-SCHOOL ACTIVITIES BY CATEGORY

CATEGORY	ACTIVITIES
Academic Support	Academic Enrichment Learning, Tutoring, Expanded Library Services, Supplementary Education Services, Homework Support, Credit Recovery, Reading & Literacy, Math, Science
Recreation/ Physical Activity	Cooperative Games, Dance, Martial Arts, Yoga, Intramural Sports, Sports Leagues, Mindfulness
Enrichment	Arts and Cultural Activities, Health and Nutrition Education, Substance Abuse & Drug Prevention, Violence Prevention, Counseling & Character Education
College and Career	Career & Job Training, Entrepreneurial Education, Technology/Telecommunications Training, Community Service & Service Learning, Internships and Apprenticeships
Leadership Development	Peer Mentoring, Peer Tutoring, Youth-Led Community Service
Science Technology Engineering & Math	Gardening, Coding, Robotics, Making, Forensics, Cooking
Outdoor Education	Community Mapping, Hiking, Backcountry Camping, Kayaking, Bicycling

E. Funding

OUSD Expanded Learning Programs are currently primarily funded through grants from the California Department of Education (CDE). CDE provides funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youth during non--school hours. The funds are awarded to specific school sites through a competitive process. The base grants that CDE awards to OUSD for after-school programs represent three funding sources:

- After-School Education & Safety (ASES) for elementary, middle, and K-8 schools are state funds. ASES grants are three-year renewable funding sources.
- 21st Century Community Learning Center (21st CCLC) grants for elementary,



middle, and K-8 schools are federal funds. 21st CCLC grants are awarded based on a highly competitive application process, and last for five years.

- 21st Century After-School Safety and Enrichment for Teens (ASSETS) grants for high schools are federal funds. 21st Century ASSETS grants are awarded based on a highly competitive application process, and last for five years.

OUSD directly applies for these grant funds from the California Department of Education, and grant funds are received and managed by the school district. OUSD contracts a portion of grant funds to Lead Agencies to operate expanded learning programs in close partnership with schools.

In addition to state grants, the City of Oakland's Oakland for Children and Youth have a long partnership with OUSD to support expanded learning programs. OUSD is looking for Lead Agencies that can competitively apply for OFCY's comprehensive after-school strategy. OFCY funding is awarded on a three-year grant cycle; therefore, schools and lead agencies are required to develop long-term partnerships that last over the course of the three-year OFCY grant cycle. 2021-2022 school year will be the third and final year of the OFCY grant cycle from 2018. As such, Lead Agencies will be able to apply for 2022 - 2025 OFCY funding. OFCY RFP is anticipated to be released in winter 2021 for programming starting in the 2022 school year.

Additionally, Lead Agency partners leverage other funding and resources to support high quality programs, including private grant dollars, AmeriCorps grants, volunteers, and other in-kind resources. Leveraging additional resources on behalf of the expanded learning programs is an essential function of the Lead Agency partner because of the reality that state and federal expanded learning grant dollars alone are often inadequate to run a high-quality program. ASES and 21st Century grant dollars are currently awarded at a rate of:

- ASES: \$8.88/student/day for K-8 students
- 21st Century: \$7.50/student/day for K-8 students
- 21st Century ASSETS: \$10/student/day for high school students

Other considerations for the allocations of funds

- Distance/Remote/Hybrid Programming:
 - During a state or national emergency CDE could expand learning programs to have the flexibility to provide adaptive services that best meet the needs of our students and communities and are required by OUSD, Region 4 ACOE and CDE.
- Other considerations for the allocations of funds are that:
 - OUSD elementary and middle school ASES grants can only be used to provide expanded learning programming daily (180 days) immediately after the school



- day and facilitate programming for at least 15 hours a week until at least 6:00 pm.
- OUSD High School ASSETS base grants can be used to operate programs before school, after school, weekends and during summer/intersession in accordance with grant guidelines.
 - Some sites may also receive 21st Century related grants including Supplemental funding (to support summer programming).
 - ASES and 21st CCLC grant funds are intended to complement, but not supplant, other funding provided by OUSD, school sites, or community partners.
 - ASES and 21st CCLC Grant funds are inadequate to cover the true cost of running a high quality expanded learning program. OUSD and its Lead Agency community partners are committed to leveraging additional funding and resources to match grants provided by the California Department of Education.
 - ASES/21st Century grants are attendance-based grants.

Sites that fail to meet calculated attendance will trigger California Department of Education intervention and funding levels may be reduced. Sites must earn 85% of attendance to be in good standing for full funding. Failure to achieve attendance targets may result in a Lead Agency being removed from the OUSD approved list of Lead Agencies.

F. OUSD Expanded Learning / Program Operation

We know in recent years, the field of education and expanded learning programs had to pivot due to global pandemic, power outage, wildfires, etc. Here in Oakland, approved Lead Agencies must be equipped and have organizational infrastructure to provide remote programs, hybrids, or any other configuration of programs mutually agreed upon in the MOUs.

In addition, in the spirit of OUSD's Full Service Community Schools vision, our approved expanded learning organizations partners work closely with schools and their principals to develop specific programmatic goals to provide holistic support and equitable learning opportunities for students. As school-day teachers focus on providing high quality instruction in the classroom, youth development workers provide high quality expanded learning opportunities to students during the after school and outside of regular school hours when youth are most vulnerable to crime, violence, and risky behavior.

Below is an outline of operational requirements.

Please note that the below list of compliance requirements is not exhaustive. Lead Agencies are expected to know and comply with these and other district and state and federal requirements not listed here, including but not limited to state and federal laws and



requirements outlined in applicable OUSD Board policies and the Memorandum of Understanding (“MOU”) with OUSD which all Lead Agencies selected to serve a school site must sign and have approved by OUSD’s Governing Board. A sample MOU is attached as Appendix III. Please note this MOU is subject to change depending on District needs. Applicants are encouraged to review it for more program requirement specifics.

G. Base-line Expanded Learning Program Requirements

The goal of the expanded learning program is to support student success in school through academic support, social emotional development and educational enrichment. The school site administrator, working in partnership with the Expanded Learning Lead Agency, is an integral part of developing the expanded learning program components that are appropriate to support his/her school site goals articulated in the School Site Plan. All Lead Agencies are selected by Principals to collaborate on the development and implementation of the expanded learning program in compliance with State and Federal guidelines, and District requirements.

OUSD’s Expanded Learning Office goals align with grant requirements which aim to provide a comprehensive expanded learning program during the school year and/or summer program which consists of a balance of academic and enrichment activities, including daily physical activity components. The funds cannot be used to supplant school day activities.

An expanded learning program must include the following:

- To satisfy **ASES Funding**:
 - Educational and literacy component to provide tutoring and/or homework assistance,
 - Educational enrichment component and,
 - Daily physical activity/recreation component and
- To satisfy **21st CCLC E/M**:
 - Educational and literacy component to provide tutoring and/or homework assistance,
 - Educational enrichment component,
 - Physical activity/recreation component, and
- To satisfy **ASSETs**:
 - Educational and literacy component to provide tutoring and/or homework assistance,
 - Educational enrichment component,
 - Physical activity/recreation component, and

In addition, **all programs** must provide a nutritious snack or supper each day.



Required Program Hours

- Elementary and Middle School After-School Programs must operate 5 days/week, for at least 15 hours/week, commencing immediately at the end of the regular school day and run until at least 6 p.m.
- High School After-School Programs must operate a minimum of 15 hours/week
- Summer School Programs need only comply with legislative or funder requirements
- OUSD's Expanded Learning Programs Office (ExLO) has established early release policies that must be implemented at each expanded learning and/or summer program. Further details of required hours and attendance expectations are located in the MOU.

H. Staffing

Staff working in OUSD Expanded Learning Programs must meet the minimum requirements to be in compliance with the California Dept of Education Codes. Staff members who directly supervise students must meet the district's qualification for an instructional aide or provide documentation that confirms completing 48 college units or the equivalent of an AA college degree.

Programs must operate with a minimum staff to student ratio of 1:20. Unless otherwise advised due to the health and safety of the students. It is highly recommended that each expanded learning program have a Site Coordinator who is full-time and situated at the school site during the day. The California Education Code provides that "selection of the program site [coordinator] shall be subject to the approval of the school site principal." The Lead Agency must notify school principals of any expanded learning staff changes.

Oakland expanded learning programs share a basic staffing pattern across all sites, though specific staff duties may vary somewhat from site to site. The most common staffing plan includes a full-time Site Coordinator, a Quality Support Coach, and youth development workers. Many programs also work with additional *service providers for specific services, and some may rely on regular volunteer assistance as well*. At some sites, certificated teachers provide targeted academic assistance and academic enrichment activities for expanded learning participants through extended contracts.

I. Enrollment, Attendance and Evaluation Documentation

Approved Lead Agencies will need to consider CDE Guidelines, OUSD Expanded Learning Office expectations, and site-level input (e.g. site administrator) when it comes to student enrollment consideration, attendance protocol, and programmatic evaluation.



- a. Enrollment: Approved Lead Agencies must be familiar with CDE guidelines of ASES, 21st CCLC, and ASSETs Programs when working with a unique population defined as foster youth, McKinney-Vento, and students qualify with free-reduced lunch status. Lead Agencies must prioritize enrollment for any child that is homeless, 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. Lead agency will work with the school site administrator to develop a written enrollment policy. The enrollment policy needs to include, but not be limited to, enrollment priorities, application process, and acceptance notification, waitlist procedures, behavior guidelines, parental expectations, student expectations, procedure for removing students from expanded learning programs, and so on. Approved Lead Agencies are required to provide the written enrollment policy to all families who apply for the program.

- b. Attendance: Approved Lead Agency is required to be aware of all required attendance submission protocol and procedures to ensure good standing status with the Expanded Learning Office and CDE. All attendance documentation shall be closely monitored, and managed for accuracy by the Site Coordinator and/or occasional audit request by the district and CDE. This includes accurate completion and daily maintenance of student sign in/out sheets, weekly inputting of attendance data into the OUSD online system, and monthly submission of scanned electronic attendance records to OUSD ExLO. Lead Agencies are also responsible for conducting internal audits of attendance records to ensure that program sites maintain accurate, verifiable data on student attendance. All program records must be maintained for five years for auditing purposes.

J. Contract and Payments

Agencies that are approved through the process described in this RFQ must enter a 3-year master contract with the District. They may not begin operating at a school site unless the District and agency have executed a contract on the District's template. The District's Board of Education will likely approve these master contracts during the June/August 2022 Board meeting.

Although the master contract will last for 3 years, note that agencies and sites will be matched in 1-year relationships, as they are currently.

In late winter/early Spring of each year, all Lead Agencies must initiate and engage in annual program planning with school leadership at each program site. Lead Agencies will submit a program plan and budget for the upcoming school year to the OUSD EXLO and



Board of Education for approval, at the beginning of each school year.

Invoices are processed on a cost reimbursement basis for actual expenditures incurred. Due to the timing of OUSD contracting and fiscal procedures, Lead Agency partners must operate with a 2-3 month reserve covering the full cost of the agency's OUSD expanded learning program implementation. Typically, there are delays to the initial payment of agency invoices at the beginning of each school year.

K. Guidelines for Charging Fees

The intent of ASES and 21st CCLC grants, which aligns with OUSD values, is to establish local programs that offer academic support and enrichment to students in need of such services regardless of a families inability to pay.

Both the CDE and OUSD discourage charging fees as that could exclude students in need from attending and taking advantage of the expanded learning program. ASES and 21st Century grants do not prohibit charging fees for expanded learning programs; however, programs which choose to charge fees, will need to collaborate with a Site Administrator to create and submit the program's fee structure for approval in accordance with the terms in the MOU. In addition, all 21st Century and ASSETS grants will be required to report any fees collected (i.e.- registration fees, family fees, application fees, etc.). Fees collected could be deducted from the 21st CCLC grant amount received by the California Department of Education (CDE).

Programs that opt to charge program fees may not prohibit any family from participating due to financial circumstances. All program materials related to outreach and enrollment must state clearly that no child will be denied services due to inability to pay.

L. RFQ Process

Any agency that is interested in serving in the OUSD Expanded Learning Lead Agency role for the 2022 - 25 school year and/or beyond must successfully complete the Lead Agency RFQ process and earn *highly recommended* or *conditionally recommended* status, detailed below. Therefore, an organization that does not successfully complete the Lead Agency RFQ process or does not earn a *highly recommended* or *conditionally recommended* status will not be contracted with OUSD to serve in the Lead Agency role in the 2022-23 school year. If the OUSD ASPO moves forward with the adoption of an annual RFQ as anticipated, organizations that are not selected during this year's RFQ process will have the opportunity to qualify as a Lead Agency for future school years beyond 2025. Additionally, any agency that participated in the 2022 RFQ and earned *highly recommended* or *conditionally recommended* status does not have to submit a new RFQ for three years.



Organizations that submit an RFQ by the deadline will be assessed based on their RFQ responses, an interview between the community organization and the RFQ Review Team, and any additional supporting materials requested by the RFQ Review Team to determine the organization's qualifications to serve in the Lead Agency role. Applications that have the potential to earn the *highly recommended* or *conditionally recommended* status and require additional information will be invited for an interview with the RFQ Review Team.

Organizations completing this 2021 RFQ process will be assessed and scored into one of the following three categories:

- 1) **Highly Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *all* Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. This *highly recommended* status will be valid for up to 3 years, depending on the organization's successful results in OUSD's annual Lead Agency evaluation process.
- 2) **Conditionally Recommended:** Community organization has adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill *most, though not all*, of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. Organizations receiving this *conditionally recommended* status will be provided with specific feedback from the RFQ Review Team on areas of responsibility where the organization has not adequately demonstrated effective capacity. This *conditionally recommended* status will be valid for up to one year. Within that year, the community organization will be asked to provide the OUSD EXLO with additional evidence of its ability to fulfill all Lead Agency responsibilities, including documentation of the organization's efforts to improve based on feedback from the RFQ Review Team. At the end of this first conditional year, the community partner will be re-assessed by the OUSD EXLO team and re-categorized as *highly recommended, conditionally recommended, or not recommended*. Re-assessment will include results of the annual Lead Agency evaluation process, if the organization is currently serving as a Lead Agency.
- 3) **Not Recommended:** Community organization has not adequately demonstrated its capacity to serve in the Lead Agency role and to fulfill most of the Lead Agency responsibilities outlined by OUSD and listed in Section III of this RFQ. Organizations receiving this *not recommended* status will not be included in the list of qualified community organizations that will be shared with Principals and stakeholders. An organization receiving this *not recommended* status may submit another Lead Agency RFQ at a future date when the OUSD ASPO opens up a new RFQ cycle, if the organization has made significant improvements in strengthening its capacity to serve in the Lead Agency role. Organizations can appeal by following the instructions in the appeals process described in Appendix V.

OUSD will notify an agency of its determination by August 22, 2021 via email. If OUSD determines that an agency is Not Recommended, the agency shall have the opportunity to contest that determination. Additional details regarding this process are contained in Section L.

The school site administrator may choose a new Lead Agency, or may choose to continue to work with the same Lead Agency on an annual basis; subject to the District's annual availability of funds, satisfactory contractor performance with respect to meeting targeted attendance goals,



the contractor's ability to provide a quality program that supports school and district objectives, community partner evaluation criteria set forth by the District, and/or any other factors relevant to the school site. Beginning in 2021, OUSD will implement a new annual evaluation process to assess each community partner's effectiveness in fulfilling Lead Agency responsibilities.

M. Minimum Qualifications

Applicants may respond to **one or more of the** following Lead Agency categories:

Lead Agency: Elementary School

Lead Agency: Middle School (including K-8)

Lead Agency: High School

OUSD is seeking applications from established community organizations that currently possess 501(c)(3) status and adequate fiscal reserves to cover at least 2 months of general operating expenses as a Lead Agency partner. Grant funds sub-contracted to Lead Agency partners do not cover the full cost of running a full comprehensive expanded learning program in Oakland; thus, organizations choosing to serve in the Lead Agency role must be financially stable and demonstrate the capacity to leverage other resources in support of youth programming.

A demonstrable experience in operating a comprehensive expanded learning program is strongly preferred, but all organizations must provide acceptable documents demonstrating two (2) years of experience in the following areas:

- Providing program services to the students in the service category (ies) being applied for. Specifically, evidence of a positive track record of the capacity to effectively coordinate the entirety of a school's afterschool and/or extended learning year-long program as well as successful collaboration with the school site administrator, faculty and staff.
- Agency administrative capacity to comply with compliance and fiscal policies of the OUSD and CDE, including: agency administration manual; fiscal and personnel policies; attendance records; cost allocation plans, etc.
- Hiring, retention, and provision of professional development of appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies.
- Capacity to effectively engage a large number of diverse students on an ongoing basis who



demonstrate the desire and enthusiasm to participate in the program at a very high and consistent rate. Additionally, the agency can illustrate specific examples and strategies it has developed that actively engage parents and family members throughout the school year.

- Maintaining collaborative relationships with school site leadership in the development and implementation of a quality expanded learning program that supports the district's and the school's goals.

Organizations that apply for the Lead Agency role must be able to comply with all requirements outlined in the standard OUSD Expanded Learning Lead Agency MOU (see Appendix IV for sample of current year MOU) should it be chosen as Lead Agency. For example, while a copy of the organization's current insurance coverage is required with this application, should the organization be chosen, it will need to attain the level of insurance outlined in the MOU.

N. Application Submission Contents

Failure to provide any of the following information or forms may result in an application being disqualified.

A Complete Lead Agency Application will consist of all the following required items:

- 1) **Proposal Cover Sheet** (see Appendix I for sample, a copy will also be included in the RFQ [Google Folder](#) once an organization registers)
- 2) **Letter of Agreement** (no more than one (1) page): A one-page letter signed by the person authorized to obligate the proposing agency to perform the commitments contained in the application. The letter should state that the proposing agency is willing and able to perform the commitments contained in the application.
- 3) **Written Responses to Application Questions** (no more than 10 double-spaced pages in response to the four (4) titled sections that appear in Appendix II [Application Questions](#)), signed under penalty of perjury,
- 4) **Supporting Documents**, listed in (Appendix III).
- 5) **Boilerplate Checklist:** "Expanded Learning Program and Services Agreement"
- Submission of the Signed Boilerplate Checklist (Appendix IV) will constitute a representation by your firm that it has read all of the clauses contained in the OUSD Lead Agency Memorandum of Understanding. The sample contract for the services detailed in this RFQ (Appendix IV, version for Fiscal Year 21-22),



and that your firm is willing to comply with OUSD contracting requirements.

- 6) **Sample Program Schedule and Summary:** Based on the sample program budget in question (2), please provide a sample program schedule along with a short description of each activity. No more than (2) pages.

O. Application Submission Details

Applications must be received by, **June, 30, 2021**

All applications will be submitted electronically:

- Organizations will need to [Pre-Register with the Expanded Learning Office](#) and receive access to a Google Folder.
- The complete RFQ application as well as signature pages and required supporting documentation will need to be uploaded into their assigned Google Folder.

*** Applications submitted after 5:00 pm on June 30, 2021 will not be considered.*

*** Applications submitted by facsimile, telephone or electronic mail will not be accepted.*

FORMAT

All submissions must be on the RFQ Application Form, typed using an easy to read 12-point font such as Arial or Times New Roman and one inch margins. All submissions must be double-spaced. All submissions must answer all four (4) titled sections below in no more than 10 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)



P. Evaluation and Selection

For all applications, the completion of the application will be assessed first; applications that do not submit complete documentation demonstrating the capacity to meet the minimum requirements will not have the application reviewed.

Applications demonstrating the capacity to meet minimum requirements will have their qualifications evaluated and scored by an RFQ Review Team made up of individuals with expertise in the relevant subject matter for which the application is submitted.

Evaluation Rubric

Performance Area	Expectations for Highly Recommended Lead Agencies
<p>Organizational Capacity and District Alignment (25 Points)</p>	<ul style="list-style-type: none"> • Agency has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students. • Agency can clearly articulate how expanded learning partnership with Oakland schools makes sense for their organization, and why they are well positioned to engage in partnership with OUSD. • Agency has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges. • Agency has extensive experience working in partnership with school sites and district leaders. • Agency has organizational experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age appropriate manner with a focus on youth development strategies. • Agency has the capacity to serve OUSD’s diverse student demographics.
<p>Fiscal Management and Resource Development (25 Points)</p>	<ul style="list-style-type: none"> • Agency has accurate documentation that highlights how the Lead Agency will allocate funds to run quality expanded learning programs based on grant requirements detailed in the funding description. i.e. 1:20 ratio etc. • Agency has a strong budget template that clearly illustrates staffing costs, a salaried full time coordinator, supplies, administrative costs and additional contributions to enhanced programming. • Agency clearly describes how they will secure additional funding to match the contracted funds. • Agency is able to clearly describe its systems, structures and processes to ensure sound fiscal management of grant funds and how to comply with grant-related record keeping for auditing purposes. • Agency has audited financial statements and can produce accurate fiscal reports upon request.



<p>Agency Infrastructure (25 Points)</p>	<ul style="list-style-type: none"> • Agency has an organizational chart that supports successful program implementation and clearly describes agency staffing systems, and processes that will ensure that all Lead Agency responsibilities will be fulfilled effectively and with fidelity. • Agency has designated administrative systems and procedures in place to ensure that expanded learning programs are operating in full compliance of requirements set forth by OUSD and the California Department of Education (CDE). • There is clearly at least one designated manager/director level staff person in the agency that is the primary point of contact for the OUSD expanded learning partnership. This individual regularly participates in all district expanded learning collaborative meetings, required professional development, and is regularly present at program sites to support the site coordinator and the school partnership. • Agency shows capacity to hire and support a clearly designated coordinator at each school site to facilitate and maintain active collaboration with the school site administrator and other school faculty.
<p>Youth Development Expertise and District Alignment (25 Points)</p>	<ul style="list-style-type: none"> • Agency’s program model clearly supports youth development. Agency provides descriptions of successes and challenges serving Oakland youth. • Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including: structured development plans; • Agency utilizes district opportunities, other partners and the greater community to continuously innovate and grow their youth development practices to better serve the community.

Applicants must agree to abide by all OUSD policy requirements as outlined in the Appendix IV Boilerplate MOU checklist. The list of “Approved Expanded Learning Lead Agencies” will be utilized by school site Principals for a period of up to three (3) years pending funding availability to select a Lead Agency to administer the after-school program on his/her school site.

Q. Terms & Conditions for Receipt of Applications

Errors and Omissions by Applicant

Applicants are responsible for reviewing all portions of this RFQ, and promptly notifying the District, in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the District promptly after discovery, but in no event later than five working days prior to the date for receipt of applications. Modifications and clarifications will be made by addenda as provided below.

Change Notices



The District may modify the RFQ prior to the application due date by issuing Change Notices, which will be posted on the Afterschool Programs page of the OUSD website. The applicant shall be responsible for ensuring that its application reflects any and all Change Notices issued by the District prior to the application due date regardless of when the application is submitted. Therefore, the District recommends that applicants consult the website frequently, including shortly before the application due date, or sign up for our mailing list (<https://www.ousd.org/Page/12206>) for updates to ensure they have downloaded all Change Notices.

Failure to Object to Errors and Omissions in Application

Failure by the District to object to an error, omission, or deviation in the application will in no way modify the RFQ or excuse the vendor from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

Financial Responsibility

The District accepts no financial responsibility for any costs incurred by applicants in responding to this RFQ. Submissions of the RFQ will become property of the District and may be used by the District in any way deemed appropriate.

Proposer's Obligations Under the Conflict of Interest Laws and Board Policies

A proposer must be aware that if the proposer will enter into a contract with the District, proposer/contractor shall be responsible to comply with conflict of interest laws and Board policies, which are briefly summarized in Section 11.4 ("Conflict of Interest") of the attached Appendix IV ("OUSD After-School Lead Agency MOU" sample contract). It is the responsibility of a contractor to comply with the law and OUSD Board policies. Submission of an application signifies that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

Reservations of Rights by the District

The issuance of this RFQ does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

- Reject any or all applications;
- Reissue a Request for Qualifications;
- Prior to submission deadline for applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the



applications;

- Procure any materials, equipment or services specified in this RFQ by any other means;
- Determine that no project will be pursued.

No Waiver

No waiver by the District of any provision of this RFQ shall be implied from any failure by the District to recognize or take action on account of any failure by a proposer to observe any provision of this RFQ.

R. Standard Contract Provisions

Any agency selected from the *Expanded Learning Program Lead Agency Qualified List* by a school site Principal, and which chooses to enter into contract with the District, will enter into a contract substantially in the form of the Expanded Learning Lead Agency MOU, attached hereto as Appendix IV. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The District, in its sole discretion, may select another qualified agency and may proceed against the original selectee for damages.



APPENDIX I: RFQ Application

2021 OUSD Request for Qualifications Application (Template)

ASES, 21st CCLC, and ASSETS After-School Programs

Cover Sheet Template:

Organization Name			
Primary Contact Person:		Secondary Contact Person:	
Email:		Email:	
Telephone #:		Telephone #:	

Service Category: Check the grade levels your organization is interested in serving.	
	Elementary (TK-5)
	Elementary/Middle (TK-8)
	Middle (6-8)
	High School (9-12)
	Alternative High School
	Continuation High School
	Comprehensive High School

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.		Yes
		No
Are you currently an OUSD Approved Lead Agency Partner?		Yes
		No

EXPANDED LEARNING



Have you served as an OUSD Lead Agency partner before in past years? If so, please identify the years and durations served.		Yes
		No
		# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?		Yes
		No
If yes, please list all school districts you have served.		
_____ _____ _____		
How many school sites does your organization have the capacity to serve as a lead agency?		# Sites
In the box below, please briefly explain your rationale for this number of sites?		
_____ _____ _____		

On behalf of _____ (Agency), I, _____ (name)
 _____ (Position), declare under penalty of perjury under the laws
 of the State of California that the foregoing is true and correct.

Signature: _____ Date: _____



APPENDIX II: Application Questions

After reading the RFQ narrative, please respond to all of the questions within all four (4) titled sections below in no more than 10 double-spaced pages in 12pt Font. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)

1. ORGANIZATIONAL CAPACITY (2-3 pages double space)

- OUSD's mission is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent educators, every day. Our vision is that all Oakland Unified School District students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success. Please explain why your organization is uniquely positioned to engage in partnership with the OUSD Expanded Learning Office to serve students. What is your organization's mission and vision and how does it align with OUSD?
- Describe your experience and approach to serving the Oakland community and/or other communities with similar demographics, assets, challenges, etc. Discuss your background working with Oakland families and other community partners. (Reference the supporting documents required under Eligible Applicant Qualifications Appendix III to support your experience).
- OUSD Expanded Learning Office is looking for partners who can demonstrate the ability to collaborate with transparency and commit to shared decision making with Oakland students, families, site leaders and district leaders. Provide our office with clear examples of how your agency has or will approach working with stakeholders and engage in collaborative leadership.
- Describe your organization's strategy in hiring, retention, and providing professional development of appropriate qualified staff to provide services to OUSD students in a culturally appropriate manner. Please include artifacts to support your description. i.e. Job announcements.

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

- Using your organization's budget and profit and loss statement provided in the required supporting documentation, create a budget narrative showing how your agency would allocate funds to run a high-quality expanded learning program. These budgets will need to be based on the grant requirements detailed in the Funding description above (Section E.); including a required staffing ratio of 1:20 (or better). Utilize any of the following anticipated contract amounts to develop your budget.
- Your budget should also show secured leveraged funds and resources that you would



- contribute to the operational costs of running an after-school program.
 - Elementary: \$133,000 to serve 84 students for 180 days of school year
 - (approx. 17 hours/week)
 - Middle school: \$177,000 to serve 112 students for 180 days of school year
 - (approx. 17 hours/week)
 - High school: \$250,000 to serve 140 students for 180 days
 - (approximately 15 hours/week)
- Your budget must detail:
 - Staffing costs for service delivery, staff training, and prep time
 - Full time site coordinator
 - Any agency management-level staff who will be paid by grant funds for support of direct service programming
 - Supplies, materials, curriculum, books, field trips, etc.
 - Agency administrative costs not to exceed 4% of contracted amount Note:
 - Your budget does not need to include snack costs
- Describe how your organization will secure additional funding to match the contracted funds from OUSD. The CDE requires that each ASES program provide cash or in-kind local funds totaling no less than one-third of the grant amount. Facilities or space usage may fulfill no more than 25 percent of the required local contribution (EC sections 8483.7[a][5] and 8483.75[a][4]). Allowable match includes cost of services provided by the local educational agency (LEA) and/or their subcontractors, using non-ASES funds. All ASES and 21st CCLC grantees are required to allocate a minimum of 30% of the grant amount. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.
- Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

3. AGENCY INFRASTRUCTURE (2 Pages)

- Using an organizational chart, describe how the OUSD expanded learning program will be supported administratively and programmatically. Specifically, identify and describe the agency staffing, systems, and processes that will ensure each of the listed Lead Agency responsibilities will be fulfilled effectively.
- Describe the administrative systems and procedures your agency will put in place to ensure that your expanded learning program(s) is/are operating fully in compliance with



requirements set forth by OUSD and the CA Dept. of Education. (*Unless otherwise stated by CDE under extenuating circumstances all sites are required to*):

- Student ratio of 1:20 or better;
 - Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
 - Full time school Site Coordinator stationed at each school site during the day
 - 85% attendance documented by daily OUSD mandated attendance protocols
 - Professional record keeping and reproduction upon request for district audits
- Describe the role of the Site Coordinator who will be the primary point(s) of contact for the OUSD expanded learning partnership, and who will maintain active collaboration with the school site leadership. Describe how this individual will ensure strong partnership with OUSD, the partnering school site(s), and other community partners working within OUSD expanded learning programs.

4. YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT PROCESS, AND SCHOOL DISTRICT ALIGNMENT (3 Pages)

- Describe how your organization's program model supports youth development. Cite prior noteworthy successes and challenges serving Oakland youth. How do you ensure each program is aligned with OUSD priorities? How does your program demonstrate that diversity, equity and inclusion are foundational in serving OUSD students?
- Please review the CDE's quality standards which are accessible on the [CDE Website](#). These standards identify organization, staff and programmatic touchpoints used by CDE to guide program quality. Please identify and discuss your agency's strengths and key areas for improvement in providing quality youth development programming.
- How does your organization ensure that all of your expanded learning staff have baseline knowledge and understanding of youth development best practices? What tools and training does your organization utilize to build the capacity of your staff and programs to create responsive high quality youth development practices?
- What types of data does your organization use to evaluate program quality? How has your organization used this information to inform program quality growth? Please share what indicators demonstrate that your organization is making the desired impact.



APPENDIX III. Instructions for RFQ Application Submission:

Please use [this link to register to receive access to a Google RFQ folder](#). The Google folder will house the RFQ application and supporting documents that will need to be uploaded there. Access to this link will be available until June 15, 2021. Deadline for submission for a completed RFQ application and supporting documentation is June 30, 2021 by 5:00 pm.

Any documents submitted after the deadline will not be accepted or reviewed.

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All uploaded files will need to be in PDF format and accessible to OUSD. Any files missing could result in a disqualification from the RFQ process.

All files will need to be clearly labeled based on the list below:

- One (1) sample Expanded learning program schedule with activity summary
- A sample budget pertaining to the program schedule and activity summary
- Profit and loss statement and/or copy of 2020 990 Tax Form
- Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)
- Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)
- Copy of organization's 501(c)(3) letter
- Bank statements to show proof of operating cash reserves (reference application question 2 in appendix II for details)
- Job description for site coordinator and program instructor
- Copy of IRS letter certifying tax exempt status
- Proof of "active" status with the office of the California Secretary of State Board roster and minutes – Include the current board roster indicating officers and affiliations as well as Board approved minutes from the 2020-2021 school year.
- Signed letter of agreement (as elaborated upon in Section N)
- Most recent audited financial statements within 2 years and summary of the audit findings
- Letters of reference (maximum of 2)
- Documents demonstrating fulfillment of minimum qualifications (outlined in Section 13)
- Copy of certificate of current insurance



APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

1. Intent
2. Term of MOU
3. Termination
4. Compensation
 - 4.1. Total Compensation
 - 4.2. Positive Attendance
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds
 - 4.2.2. Administrative Charges and Reconciliation
 - 4.3. OUSD Administrative Fees
 - 4.4. Agency Administrative Fees
 - 4.5. Program Budget
 - 4.6. Modifications to Budget
 - 4.7. Program Fees
5. Scope of Work
 - 5.1. Student Outcomes
 - 5.1.1. Alignment with Community School Strategic Site Plan
 - 5.2. Oversight
 - 5.3. Enrollment
 - 5.4. Program Requirements
 - 5.4.1. Program Hours
 - 5.4.2. Program Days
 - 5.4.3. Program Components
 - 5.4.4. Staff Ratio
 - 5.5 Data Collection
 - 5.5.1. Accountability Reports
 - 5.5.2. Attendance Reports
 - 5.5.3. Use of Enrollment Packet
 - 5.6. Maintain Clean, Safe and Secure Environment



-
- 5.7. Meeting Participation
 - 5.8. Relationships
 - 5.9. Licenses
 - 6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 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
 - 7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
 - 8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASESP and 21st Century Grants
 - 9. Ownership of Documents
 - 10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
 - 11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements
 - 11.2.1. Tuberculosis Screening



- 11.2.2. Fingerprinting of Agents
- 11.2.3. Minimum Qualifications
- 11.3. Removal of Staff
- 11.4. Conflict of Interest
- 11.5. Drug-Free/Smoke Free Policy
- 11.6. Non-Discrimination
- 12. Indemnification
- 13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
- 14. Litigation
- 15. Incorporation of Recitals and Exhibits
- 16. Counterparts
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 18. All exhibits, with required forms and timelines

[OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT](#)

The contract template that is currently being used by lead agencies can be accessed by clicking the following link. However, please be aware that we are in the process of revising the contract template in 2 main respects: (1) the revised contract will be a master contract between OUSD and the lead agency that does not specify the school site(s) where the agency is assigned, and (2) that master contract will last for 3 years (but note that agencies and sites will continue be matched in 1-year relationships, as they are currently). The other terms will be substantially similar to those in the current contract template.

All applicants are required to review the contract template currently in use, and sign the OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist of the RFQ (Appendix IV).

Submission of this Signed Boilerplate Checklist will constitute a representation by your firm that it has read all the clauses listed in the OUSD Expanded Learning Lead Agency MOU contract sample (Appendix IV), is willing and able to comply with OUSD contracting requirements, and understands that the standard OUSD Expanded Learning Lead Agency MOU is subject to change annually.



Signature

Date

Name and Title of Signatory

Name of Organization

APPENDIX V: Appeals Process for Applicants

Any applicant may appeal to the Oakland Unified School District Community Schools Department if the determination that it is not prequalified. An appeal must be based on one or both of two following:

- **Unfair process** (e.g., the appellant’s proposal was treated differently than others, conflict of interest by OUSD Department of Expanded Learning staff, etc.)
- **Material error** (e.g., the appellant’s proposal was reviewed under the wrong funding strategy, failure to consider all application materials, incorrect application of evaluation rubric or some other mistake of fact occurred), or

The appellant must submit the appeal by August 27, 2021 (i.e., 5 business days after the Lead Agency Notification Date). If the appellant fails to file an appeal prior to the applicable appeals deadline, the appellant waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process, or any other legal process or proceeding.

An appeal must clearly state the facts that establish one of the above-referenced bases for appeal and how, as a result, the appellant’s proposal was affected negatively. The appeal will be considered and adjudged by the Executive Director of Community Schools Student Services, whose decision will be final. Appellant should submit the appeal and any supporting documents should be sent electronically by email to:

Andrea Bustamante, Executive Director
Community Schools Student Services
andrea.bustamante@ousd.org

Appellants will receive written notice of the outcome of their appeal by September 3, 2021. In the event that an applicant’s appeal is successful, the agency will be treated as all other prequalified agencies.

2021 OUSD Request for Qualifications Application
ASES, 21st CCLC, and ASSETS After-School Programs

NOTE: PLEASE PRE-REGISTER TO RECEIVE TO ACCESS TO A GOOGLE FORM
 Cover Sheet:

Organization Name	Oakland Leaf Foundation		
Address, City, State	520 Third Street, Suite 109		
Lead Contact's Name:	Melissa Mendez Ochoa	2 nd Leads Contact's Name	Johanna Masis
Email:	melissa.mendez_ochoa@oakalndleaf.org	Email:	johanna.masis@oaklandleaf.org
Telephone #:	707-225-1466	Telephone #:	510-862-6711

Service Category: Check the grade levels your organization is interested in serving.	
<input checked="" type="checkbox"/>	Elementary (TK-5)
<input checked="" type="checkbox"/>	Elementary/Middle (TK-8)
<input checked="" type="checkbox"/>	Middle (6-8)
<input type="checkbox"/>	High School (9-12)
<input type="checkbox"/>	Alternative High School
<input type="checkbox"/>	Continuation High School
<input type="checkbox"/>	Comprehensive High School

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are you currently an OUSD Lead Agency Partner?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Have you served as an OUSD Lead Agency partner before in past years?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If so, please identify the years and durations served.	18	# Years
Do you currently serve in the Lead Agency role for any other school districts besides OUSD?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes , please list all school districts you have served.		
Education for Change (Oakland Charter Schools)		

How many school sites does your organization have the capacity to serve as a lead agency?	6	# Sites
In the box below, please briefly explain your rationale for this number of sites?		
<p>Oakland Leaf is currently positioned to continue serving six school sites as After School Lead Agency for the 2021-22 school year. Oakland Leaf believes in being intentional when deciding to expand to determine whether our agency is ready and capable. Oakland Leaf's director team is currently going through a planning session to determine a growth plan for our agency. We will determine the number of school sites and number of youths we can sustainably serve for years to come during this planning session.</p>		

APPLICATION QUESTIONS

ORGANIZATIONAL CAPACITY

- Oakland Leaf's (OL) mission is to cultivate community transformation through creative education for youth and families. Our vision is to embolden youth and families to be creative leaders who actualize a more loving, just and vibrant Oakland.

We start off the year with Building Intentional Communities to create a safe space for our youth. We then move into our thematic units of "Root In," "Rise Up," and "Branch Out." Root In focuses on "my identity": self-awareness and celebrating self. Rise Up focuses on "My Community": understanding my role in the community and different dynamics that make up the community. Branch Out focused on "Global Citizen": understanding justice and being the change (via service learning projects). Through these thematic units we build social-emotional skills, leadership, and agency skills that we hope translates into a life-long set of values and practices.

OL programs utilize Leaf Cyphers, restorative justice circles, in all of our programs. Leaf Cyphers focus on building community as well as to transcend conflict and prevent violence by creating a neutral zone where everyone is heard and respected. Through this violence prevention work, we are able to provide our students with alternatives to solving their problems that do not include violence. We want to help increase our students' confidence when it comes to their role and impact in our community. Our view is that when a safe environment is created, relationship building and healing can begin.

Our after-school programs incorporate these different components to give students access to the tools they need to achieve academic success and develop into thoughtful, creative citizens. These same components align with Oakland Unified School District's vision to have all students find joy in their academic experience while

graduating with the skills to ensure they are caring, competent, fully informed, critical thinkers who are prepared for college, career, and community success.

- Our theory of change is based on principles of youth development and family empowerment. Our program models are continuously adapting to the needs of our community, youth, and families. Oakland Leaf believes that our youth and community already have the aspiration, we are just a partner that is investing in them for their continued growth. Over the last 12 years, we have successfully interwoven our program into the educational fabric of the community. OL staff members live near and around the schools where we work. This familiarity and consistency fosters environments where families and communities feel welcomed. Our parent volunteers are very engaged and involved in their child(s)'s education and enrichment opportunities.

OL acknowledges that it would be impossible to do the work that we do without support from parents and other community partners. We encourage parent involvement at all of our programs. Some of the touch points include: culminating events, planned observation dates, and an annual parent survey.

Before partnering with any community partner, OL goes through a thorough process to ensure that new potential partners will meet the needs of our community and aligns with our theory of change and values. We want to be intentional and thoughtful when bringing partners to our programs. Finally, we have an end of year evaluation where each organization evaluates the partnership. A few of the community partners with whom we work are: Cycles of Change, Destiny Arts, America Scores, and Girls, Inc.. By partnering with these community organizations, we can provide many different resources for our students and their families.

- We have a core value of voice that represents our commitment to collaboration, transparency, and shared decision making. Another key to our success is relationship building with school partners, staff, parents, students and the community. Our whole-child approach to our work makes it possible for schools to provide wrap-around services for students and families.

As an alumni of Listen4Good, we have strengthened our survey-based feedback loops with all stakeholders. We incorporate the voice of students, families, and site leaders in our planning process. Their input is accounted for in all of our organizational decisions and we communicate back how their input was implemented.

Our relationships with principals are collaborative and focused on our shared vision for a full service community school district. Our after-school Program Manager works with their principals on a regular basis, our Program Director meets with our principals on a quarterly basis, and our Executive Director meets with our principals twice a year to ensure our program goals are being met and making an impact.

- OL has a comprehensive recruiting, hiring, onboarding, training and retention plan for after school program leaders and staff. Our recruiting and hiring responsibilities and process: Program Manager identifies open positions, People & Culture Manager prepares and posts job descriptions, vets resumes and cover letters, and conducts the phone screen. Program Managers conduct the in person interviews and reference checks, awarded to high caliber candidates. Once the candidate is cleared and approved by the Program Director, OL makes a job offer.

Once hired, our candidate attends an onboarding session to learn about OL's history, mission, vision and core values. In addition, all staff go through a five day onboarding process covering: policies and procedures, compliance requirements, youth

development basics, OL's program model, restorative justice, positive behavior modification, and creating lesson plans. Then staff participate in a two day site specific training covering: schedules, daily routines, student rotation, program calendar, school campus overview, introduction and role overview of key school staff.

Our retention plan is simple – create a fulfilling and rewarding job opportunity. OL provides consistent supervision, coaching, and professional development. Our Program Director supervises, coaches and supports Program Managers. Our Program Managers supervise, coach and support our program staff. Staff have monthly one-on-ones with their supervisors to get regular feedback and support as well as monthly program staff meetings. We have a mid-year all-staff training to re-energize staff, appreciate the accomplishments of the first half of the year and make strategic plans for the rest of the school year.

Our Program Director and Program Managers conduct classroom observations to provide feedback to staff on the different aspects of classroom management. Finally, all program staff attend monthly organizational training to reinforce best out-of-school time practices. Some of these training have included: Building Intentional Community curriculum, KidzLit Curriculum, Leaf cyphers, developing classroom culture and effective instruction strategies.

FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT

- OL uses the ASES and OFCY funding to help support our staffing structure and program design. While our ASES funds support 10 months salary for 1.0 FTE Program Manager, OL uses the OFCY funds to support 2 additional summer months to help with program design, recruitment efforts, etc. In addition, OL uses OFCY funding to support our 0.75 FTE Program Assistants (PA) position which ensures that administrative practices meet

our grant requirements as well as support with day to day operations. ASES, OFCY, and fundraising dollars cover the cost of instructors which includes prep time, instructional time, clean up time, monthly staff meetings and checks in, and organizational trainings. We hire enough instructors to have a 20:1 ratio for our enrollment numbers. Lastly, our community partners are sponsored by either ASES or OFCY Funding. OL leverages fundraising dollars to support a 0.50 FTE Restorative Justice Facilitator at each of our sites and cover the indirect and non-personnel costs of programs.

Our profit and loss statement shows that OL is financially stable. We are currently working on building up the reserve and have been able to secure \$188k for our reserve fund, with an additional \$10,000 being transferred this summer. Additionally, OL has a \$100k line of credit that is available to cover any short term financial needs, if needed.

- We have a diversified portfolio of individual, corporate, and foundation contributors who have passionately supported our organization for years. Of our current budget, 40% of our total income is attained through philanthropic resources. OL receives OFCY funding to supplement our OUSD and philanthropic resources. Year after year, we have always been able to produce a matching report for OFCY's requested matching amount demonstrating that we are actively pursuing additional funds for our programs.

OL's fundraising goal for the 2021-2022 fiscal year is \$887k. To date, we have 64% of that goal already committed for the fiscal year and 14% of our goal being pending. Some of our more significant partners include the San Francisco Foundation, Crankstart Foundation, and East Bay Community Foundation. Oakland Leaf has a committed development team that focuses on grant writing, donor engagement, and campaigns to ensure that we have secured funding to support our programs.

- OL believes in the importance of being fiscally responsible and compliant in order to guarantee that we are around for the long run. For this reason, OL ensures compliant use of funds by completing a composite budget that ensures that each program is not supplanting and using funds for its restricted purpose. Our Finance & Operations Manager on a monthly basis sends out program financial reports that showcase the year-to-date spending versus budget as well as how expenses have been financed (OUSD, OFCY, Fundraising). Our Executive Director reviews all financial statements monthly to perform reconciliations. Every other month our Board's Internal Affairs Committee reviews all financial audits. Finally, OL has an annual financial audit which has consistently said we are in good standing and have strong financial processes.

All principals on a monthly basis receive an invoice tracker showing what is being invoiced for the monthly (staff hours, rate, etc). All invoices are prepared using our QuickBooks P&L ensuring we only invoice for actual expenses

AGENCY INFRASTRUCTURE

- We have reliable and sustainable processes and procedures to ensure organizational consistency, accountability, transparency, program evaluation, and financial best practices. Our Finance & Operations Manager, Kamilah Henderson, ensures all financial compliance requirements are being met for our programs in terms of invoicing and budgeting. Our People & Culture Manager, Sara Rousseve, is responsible for ensuring our staff meet the staff requirements as well as the hiring, onboarding, and training of staff. Our Program Director, Johanna Chiong-Masis, ensures that we our programs are performing and meeting program compliance including ADA, attendance records. Our Program Manager ensures that their site program aligns with the school site, and OUSD priorities while maintaining OL's mission and values. Our Executive Director, Melissa

Mendez Ochoa, works on organizational strategy and closely with our Development Director to ensure an effective fundraising strategy is in place.

- OL has various protocols in place to ensure compliance of all grants requirements as well as OUSD and CA Dept. of Education requirements. From the beginning any administrative process or structure is designed by our Finance & Operations Manager and Program Director, with input from Program Managers, to ensure compliance prior to implementation. Part of our all-staff summer training includes compliance training for all staff levels. The Program Director reviews all calendars, class schedules, and registration adheres to the policy before the school year starts. Additionally, our central office staff conducts a yearly site audit of each site. During the site audit, a member of our central office staff reviews all administrative paperwork that includes registration packets, early release forms, class ratios, attendance records, snack records, and staff sign-in sheets. At the end of the month, a program dashboard is submitted to the Program Director to get a pulse check on compliance numbers such as enrollment, ADA, units of service, etc. If a number is not compliant, the Program Director meets with the Program Manager to strategize on how to maintain or increase attendance numbers.
- Our staff seamlessly integrates into the school community, and has strong rapport with students, faculty and community members. We have strong relationships with individual school leadership. Each full time program manager oversees the day to day operations to ensure quality and adherence to all mandated guidelines. All managers have a leadership role within the organization and lead the program quality and implementation efforts at their assigned program. Each manager is in charge of supporting and coaching direct staff and community partners at their site.

We work closely with all of our principals to ensure programming reflects the needs of the school. Our Managers meet with the principals twice a month, aside from daily communication via email or text, to ensure alignment and collaboration. Aside from working with the principals, all of our Managers are required to attend district expanded learning meetings. We follow up the district meetings with internal manager meetings to discuss implementation of new processes or takeaways. Our managers also ensure that we are aligned with any community partner we bring on site. Managers meet with our community partners monthly.

YOUTH DEVELOPMENT EXPERTISE, PQA PROCESS, AND SCHOOL DISTRICT ALIGNMENT

- Oakland Leaf's program model includes 4 components 1) Social Emotional Well Being 2) Enrichment Opportunities 3) Leadership & Service 4) Critical Thinking and Social Justice. These components were designed to provide youth with strategies for self-care, to give tools for healthy dialogue & conflict management, to spark joy through different mediums, to provide an experience to serve as role models, and to facilitate an opportunity for self-exploration and community history.

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. This gives students the opportunity to showcase their learning through expositions and community showcases. Instructors have hours allotted for daytime observation or meeting with daytime teachers to reconcile any on-going issues with particular youth so as to create the best learning setting for them.

Additionally, our schedules are adjusted to meet the needs of the students. If we notice that a class is better fit to go to their recreational session before homework, then

we make the adjustments on our schedule. We also have club rotations during minimum days to ensure that all students get a chance to learn about different enrichments.

One of OL's successes is our emphasis on youth choice and youth voice. Our program heavily supports what the student's choices are and what they have voiced they want to see in their program.

- OL has worked really hard to develop the organizational culture and practices to meet the CDE's quality standards. While we believe that we have a good standing in all the outlined standards, we recognize we can always be better.

One of our biggest strengths is "youth voice and leadership" which is apparent in our core values, organizational culture, and practices. From leaf cyphers, student roles, to feedback loops, we are providing our participants the opportunity and space to share their experience and perspective. These examples also demonstrate the opportunities for our youth to exercise their leadership skills. Our feedback loop shows how staff are actively engaging with students to inform our program design and club offerings.

An area of growth for OL is Quality Staff. We do a great job of recruiting and retaining high quality staff who are focused on creating a positive learning environment. We have also made strides in our ongoing professional development offerings. But this stands out as an area of growth due to the participant level of this standard. We do not incorporate participants in our staff selection process. While we do have panels made up of different stakeholders, we have not done our due diligence to include a youth as a stakeholder. This is something that Oakland Leaf is willing to incorporate and revisit as part of the hiring process.

- We use the Community Network For Youth Development's Youth Development Guide as a framework for developing our training and professional development for our staff.

Our People & Culture Manager develops training to ensure high-quality, relevant and consistent programming. We have an all staff orientation in August to ensure they know youth development best practices and then build on that baseline knowledge throughout the year. Our Program Director provides 4 sessions throughout the year for new instructors to support with aligning their practices to the PQA. We use the YPQA scores for program strategic planning at the beginning, middle and end of the year. This year we had the entire afterschool program team meet with their principals to use the YPQA scores to decide what areas to focus on for the remainder of the year.

- Oakland Leaf has spent the last 2 years developing a learning culture. We are consistently collecting & reporting data on demographics, progress indicators & outcomes. Examples of indicator and outcome data we are collecting is school day and program attendance, SSIS SEL Assessment data, and participation. We have monthly staff sessions at each of our programs to use data to drive learning & continuous improvement for our programs. Our intention with learning culture practices is to improve program by aligning staff efforts and performance expectations with outcomes.

In addition to our own indicators and outcomes, we utilize internal observations and assessments to review our achievement in the five key areas of youth development. From these findings OL creates a quality improvement plan that is monitored by our Program Manager and use this data to monitor and coach staff.

Our family surveys are based on our theory of change to be able to collect data to assess whether we are making the intended impact and meeting the needs of our families. We conduct staff surveys to inform our professional development offerings and implementation plans. By using the information and better supporting our staff, our youth are able to get better quality classes in their after-school program.

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- A sample budget pertaining to the program schedule and activity summary
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- Organizational chart of agency that illustrates how the OUSD Expanded Learning Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)
- Copy of organization's 501(c)(3) letter
- Bank statements to show proof of operating cash reserves (reference application question 2 in appendix II for details)
- Job description for site coordinator and program instructor
- Copy of IRS letter certifying tax exempt status
- Proof of "active" status with the office of the California Secretary of State
- Board roster and minutes – Include the current board roster indicating officers and affiliations as well as Board approved minutes from the 2020-2021 school year.
- Signed letter of agreement (as elaborated upon in Section N)
- Most recent audited financial statements within 2 years and summary of the audit findings
- Letters of reference (maximum of 2)
- Documents demonstrating fulfillment of minimum qualifications (outlined in Section 13)
- Copy of certificate of current insurance

On behalf of Oakland Leaf Foundation (agency), I, Melissa Mendez Ochoa (Name)
Executive Director (position), Declare under penalty of perjury under the laws
of the State of California that the foregoing is true and correct.

Signature: _____

Date: 06/30/2021



APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

1. Intent
2. Term of MOU
3. Termination
4. Compensation
 - 4.1. Total Compensation
 - 4.2. Positive Attendance
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds
 - 4.2.2. Administrative Charges and Reconciliation
 - 4.3. OUSD Administrative Fees
 - 4.4. Agency Administrative Fees
 - 4.5. Program Budget
 - 4.6. Modifications to Budget
 - 4.7. Program Fees
5. Scope of Work
 - 5.1. Student Outcomes
 - 5.1.1. Alignment with Community School Strategic Site Plan
 - 5.2. Oversight
 - 5.3. Enrollment
 - 5.4. Program Requirements
 - 5.4.1. Program Hours
 - 5.4.2. Program Days
 - 5.4.3. Program Components
 - 5.4.4. Staff Ratio
 - 5.5 Data Collection
 - 5.5.1. Accountability Reports
 - 5.5.2. Attendance Reports
 - 5.5.3. Use of Enrollment Packet
 - 5.6. Maintain Clean, Safe and Secure Environment



- 5.7. Meeting Participation
- 5.8. Relationships
- 5.9. Licenses
- 6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 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
- 7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
- 8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASESP and 21st Century Grants
- 9. Ownership of Documents
- 10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
- 11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements
 - 11.2.1. Tuberculosis Screening



- 11.2.2. Fingerprinting of Agents
- 11.2.3. Minimum Qualifications
- 11.3. Removal of Staff
- 11.4. Conflict of Interest
- 11.5. Drug-Free/Smoke Free Policy
- 11.6. Non-Discrimination
- 12. Indemnification
- 13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
- 14. Litigation
- 15. Incorporation of Recitals and Exhibits
- 16. Counterparts
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 18. All exhibits, with required forms and timelines

[OUSD AFTER-SCHOOL LEAD AGENCY MOU SAMPLE CONTRACT](#)

The contract template that is currently being used by lead agencies can be accessed by clicking the following link. However, please be aware that we are in the process of revising the contract template in 2 main respects: (1) the revised contract will be a master contract between OUSD and the lead agency that does not specify the school site(s) where the agency is assigned, and (2) that master contract will last for 3 years (but note that agencies and sites will continue be matched in 1-year relationships, as they are currently). The other terms will be substantially similar to those in the current contract template.

All applicants are required to review the contract template currently in use, and sign the OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist of the RFQ (Appendix IV).

Submission of this Signed Boilerplate Checklist will constitute a representation by your firm that it has read all the clauses listed in the OUSD Expanded Learning Lead Agency MOU contract sample (Appendix IV), is willing and able to comply with OUSD contracting requirements, and understands that the standard OUSD Expanded Learning Lead Agency MOU is subject to change annually.



June 21, 2021

Signature

Date

Melissa Mendez Ochoa, Executive Director

Oakland Leaf Foundation

Name and Title of Signatory

Name of Organization

EnCompass_ Program Schedule.2021-22
 Melissa Mendez Ochoa

June 10, 2021

2021-2022 After School Program Schedule					*ADD description and explanation of CDE requirements, etc. on the other tab.
School Site: EnCompass					
Lead Agency: Oakland Leaf					
Name of Program:EnCAS					
School Day End Time on Regular Days (according to Bell Schedule): 3pm					
School Day End Time on Minimum Days (according to Bell Schedule): 1:30pm					
Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
1:30pm -2pm			Pick up/Community Meeting		
2pm-3pm			Clubs/America Scores		
3pm-3:20pm	Organized Play	Organized Play	Organized Play	Organized Play	Organized Play
3:20pm-3:45	Snack/Supper	Snack/Supper	Snack/Supper	Snack/Supper	Snack/Supper
3:45pm-4pm	Clean up/Line up	Clean up/Line up	Clean up/Line up	Clean up/Line up	Clean up/Line up
4pm-5pm	GirlStart Literacy Oakland Leaf Enrichment Organized play	GirlStart Literacy Oakland Leaf Enrichment Organized play	GirlStart Literacy Oakland Leaf Enrichment Organized play	GirlStart Literacy Oakland Leaf Enrichment Organized play	GirlStart Literacy Oakland Leaf Enrichment Organized play
5pm-5:50pm	Scholars In Training	Scholars In Training	Scholars In Training	Scholars In Training	Scholars In Training
5:50pm-6pm	Clean up	Clean up	Clean up	Clean up	Clean up
6:00 pm	Sign Out and Program Closure	Sign Out and Program Closure	Sign Out and Program Closure	Sign Out and Program Closure	Sign Out and Program Closure
Important Notes:					
* Please note that the after school program must start immediately at the same time that the regular school day ends. Please check the official school bell schedule for 2021-22 for the exact ending time of the regular school program. On minimum days, the after school program must start immediately at the end of minimum day.					
Programs must submit this program schedule, along with a copy of the school's 2021-2022 bell schedule, to the ASPO office for review and approval.					
Sign-out and Program Closure cannot occur earlier than 6pm for elementary and middle school programs. Programs must operate at least 3 hours per day and at least 15 hours per week.					
Programs will be asked to re-submit updated program schedules at the beginning of the school year.					

Program Schedule Description			
Items	Program Title	Description	Staff
	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
	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)
	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
	Oakland Leaf Enrichment	The anchors for Oakland Leaf enrichment is three-fold: 1) Who am I?; 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 poetry reading and writing, art, movement, as well as kinesthetic activities reinforcement self-confidence and team building.	Oakland Leaf Instructors
	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
	Snack/Supper	Students are provided a nutritious meal by Oakland Unified School District.	Nutrition Services staff

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 students to be served daily (ADA):	83.31			OUSD	Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD				133,169.40		77600	72231.76
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES							
	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				114,382.26			
CERTIFICATED PERSONNEL							
1120	Quality Support Coach/Academic Liaison			2500			
1120	Certificated Teacher Extended Contracts- math or ELA 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		0	0

CLASSIFIED PERSONNEL							
2205	Site Coordinator (list here, if district employee)		0				0
2220	SSO (optional)		4900				
			0				
	Total classified		4900	0	0		0
BENEFITS							
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		612.50				
3000's	Employee Benefits for Classified Staff on Extra Time /Overtime (benefits at 28%)		1372				
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0				
3000's	Lead Agency benefits (rate: 25%)			0			
	Total benefits		1,984.50	0	0		0
BOOKS AND SUPPLIES							
4310	Supplies		0				4546.54
4310	Curriculum		0				0
5829	Field Trips		0				0
4420	Equipment (including computers - OUSD only)		0				0
	Bus tickets for students						
	Professional Development for Site Staff			500			
	Total books and supplies		0	500	0		4546.54
CONTRACTED SERVICES							

5825	Program Director	0	0	5983.64	
5825	Program Manager (1 staff * \$23.54/hr * 40 hr/wk * 52 weeks + 13.07% Taxes/WC [\$6396])		46132.56	9226.51	
5825	Program Assistant (1 staff * \$18.36/hr * 32 hr/wk * 39 weeks + 4.5 mtg hrs/mo * 9 months + 30 PD hours + 13.07% Taxes/WC [\$3164])			27371.6	
5825	Program Instructor (1 staff * \$17.85/hr * 21.5 hrs/wk * 37 weeks + 2.5 mtg hrs/mo * 9 + 107 PD/training hours + 13.07% Taxes/WC [\$2072])		17276.64	645.86	
5825	Program Instructor (1 staff * \$19.9/hr * 21.5 hrs/wk * 37 weeks + 2.5 mtg hrs/mo * 9 months + 107 PD/training hours + 13.07% Taxes/WC [\$2310])		19260.99	720.04	
5825	Program Instructor (1 staff * \$17.53/hr * 21.5 hrs/wk * 37 weeks + + 2.5 mtg hrs/mo * 9 months + 107 PD/training hours + 13.07% Taxes/WC [\$2035])		16970.6	634.41	
5825	Restorative Justice Facilitator (1 staff * \$18.36/hr * 25 hrs/wk * 38 weeks + 3.5 mtg hrs/mo * 9 months + 62.5 PD hrs +13.07% Taxes/WC [\$2,424])		0		20967.25
5825	Girls Inc. Of Alameda County		0	26000	4000
5825	America Scores		1677.38		4322.62
5825					
5825					
5825					
5825					
5825					

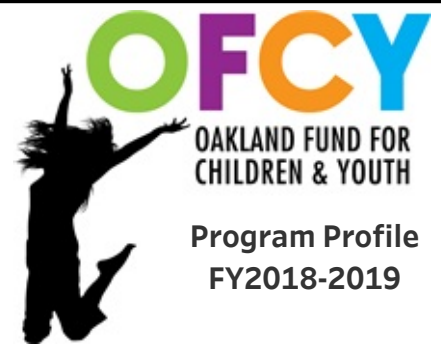
	Facilities count toward 25% of this match requirement:		11,097.45				
	Remaining match amount required:		33,292.35				
	Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:		149831.76				
	Total Match amount left to meet:		-116,539.41				
Required Signatures for Budget Approval:							
Principal:							
Lead Agency:							

OAKLAND LEAF FOUNDATION

Statement of Activity

July 1, 2020 - June 10, 2021

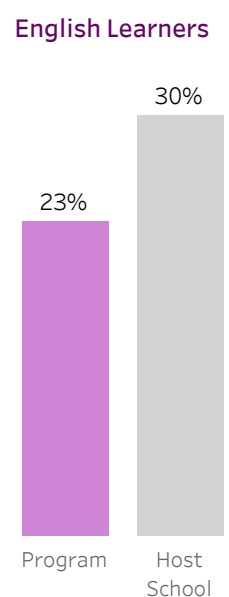
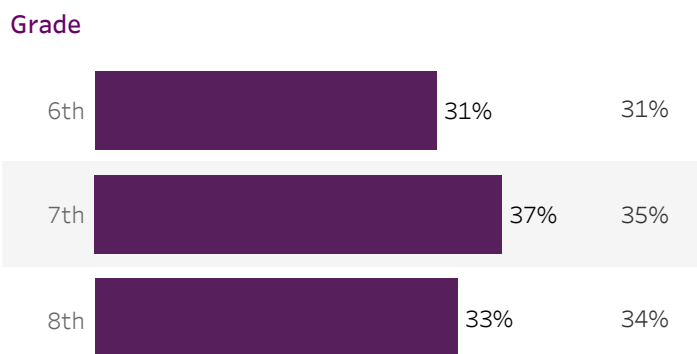
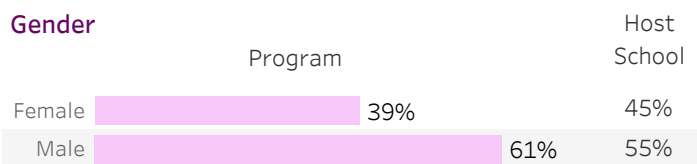
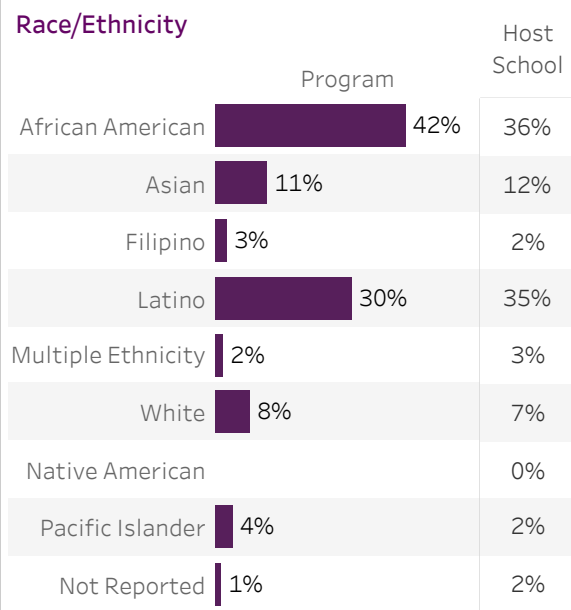
	TOTAL
Revenue	
40000 Contributed Support	
41000 Contract for Services	
41010 OFCY-Oakland Fnd Chld & Yth	432,412.87
41100 Oakland Unified School Dirstr	440,695.20
41500 School Site Contribution	35,160.00
41900 Education for Change-ASES Restr	263,687.42
Total 41000 Contract for Services	1,171,955.49
42000 Corporations	71,924.05
43000 Foundations	413,000.00
44000 Events	108,924.00
46000 Individual Contributions	240,533.56
49990 Other Income	968.04
Total 40000 Contributed Support	2,007,305.14
49991 In-Kind Donation	2,000.00
Total Revenue	\$2,009,305.14
GROSS PROFIT	\$2,009,305.14
Expenditures	
50010 DIRECT EXPENSES	49,779.28
60000 PERSONNEL EXPENSES	1,645,732.92
62100 CONTRACT SERVICES - DIRECT	104,717.00
70000 FACILITIES EXPENSES- SHARED	71,335.87
80000 OPERATING EXPENSES-SHARED	71,011.23
Payroll Expenses	
Wages	0.00
Total Payroll Expenses	0.00
Total Expenditures	\$1,942,576.30
NET OPERATING REVENUE	\$66,728.84
Other Revenue	\$6,697.82
NET OTHER REVENUE	\$6,697.82
NET REVENUE	\$73,426.66



Strategy: School-based after school programming for elementary and middle school
Grant: \$87,550

Oakland Leaf After-School Program at Bret Harte is a free program providing academic, enrichment, and recreation classes 5 days per week, August through June, for 177 days. The program serves 160 students daily. The after-school community reflects the demographics of the school: 37% AA, 31% Latino, 16% Asian and 86% FRL. Oakland Leaf ASP provides culturally relevant project-based classes with an emphasis on the arts, student identity and social justice. We provide students with limited economic resources opportunities to achieve academic success and develop into thoughtful, creative citizens.

Participants Total Enrollment: 160



This program also served 0 Pre-K students.

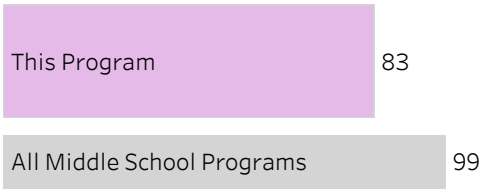
Performance Measures (by year)

		18-19	17-18	16-17
Number of Youth Served	This Program	160	208	220
	All Mid. School Programs	185	201	215
Units of Service	This Program	59,513	68,556	67,191
	All Mid. School Programs	59,341	64,400	75,447
Progress towards projected number of youth served	This Program	100%	130%	138%
	All Mid. School Programs	121%	133%	141%
Progress towards projected units of service	This Program	123%	156%	100%
	All Mid. School Programs	94%	104%	104%
Youth complete the OFCY survey (ages 8 and above)	This Program	21%		
	All Mid. School Programs	27%		

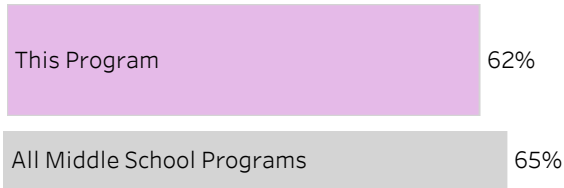
OFCY has two official performance measures for funded programs. The evaluation team developed two additional evaluation indicators for OFCY programs. The strategy average column shows the average across the programs under the School-based after school programming for elementary and middle school strategy.

Attendance

Average Days Attended



Program Attendance Rate



School Day Attendance Rate

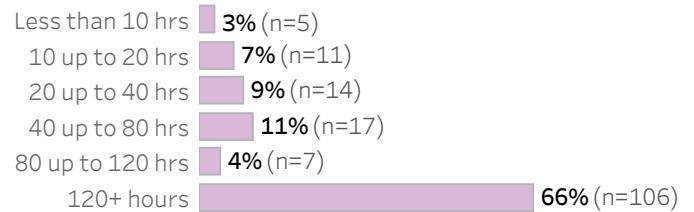


Services

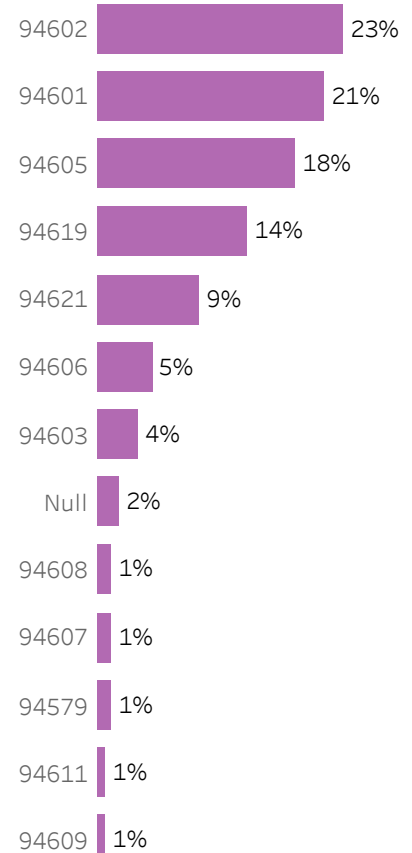
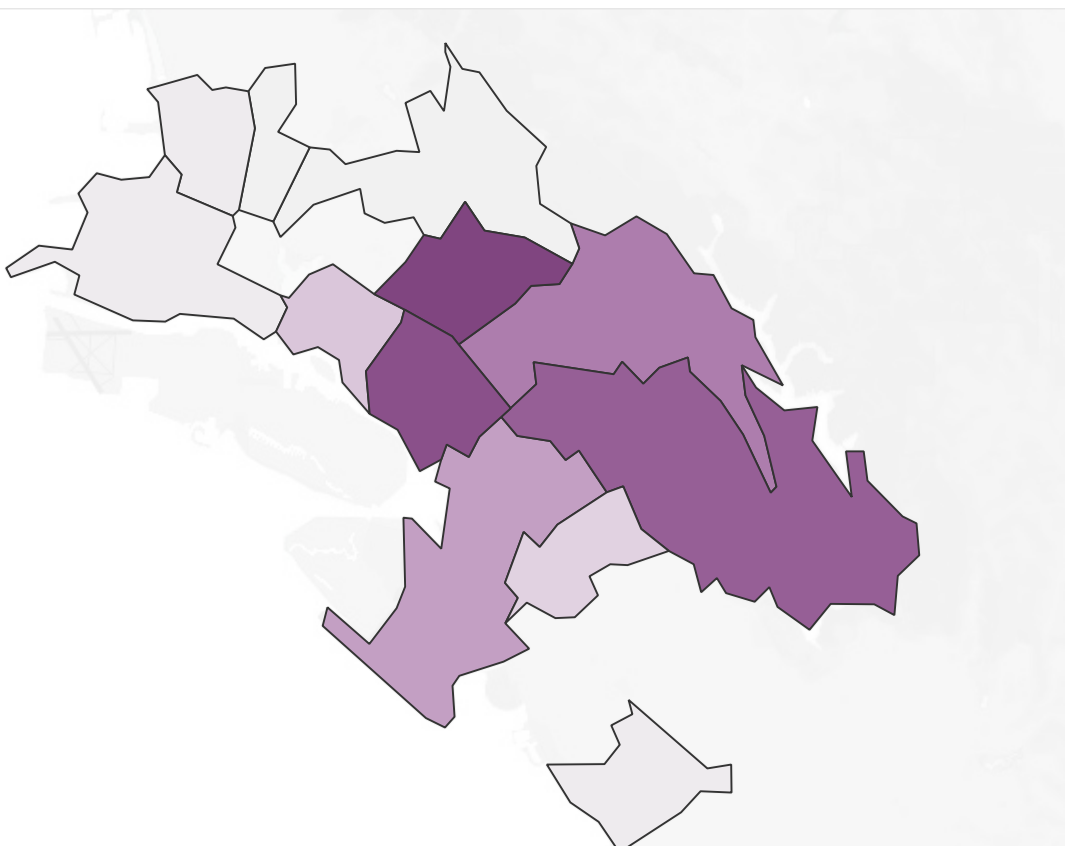
Service Categories

Service Category	Hours	%
Academic Programming	45,116	33%
Students who have been truant/suspended/expelled	13,497	10%
Students not performing at grade level	13,497	10%
Limited English proficient students	13,497	10%
Students with special needs or disabilities	12,467	9%
Sports & Recreation	6,437	5%
Physical Activity	5,235	4%
Health/Nutrition-Related Activities	4,001	3%
Arts & Music	3,835	3%
Arts, Dance, Music and Culture	3,175	2%
Arts and Music	3,175	2%
Literacy	2,799	2%
Health Education & Supportive Services	2,103	2%
Drug Prevention	2,103	2%
Reading/Literacy	1,813	1%
Science	1,584	1%
Cultural Activities/Social Studies	1,235	1%
Science, Technology, Engineering & Math	1,171	1%
Community/Service Learning	511	0%
Mathematics	414	0%
Homework Help	414	0%
Gardening	112	0%

Level of service per participant



Distribution of Participants by Zip Code



Youth Survey Results (Number of surveys collected: 33)

General Youth Development Outcome Scores										All Middle School Programs
Increased confidence and self-esteem								88%	68%	
Greater connections to caring adults								92%	71%	
Improved decision-making and goal setting							82%	63%		
Development and mastery of skills							85%	67%		

Outcome scores represent the percentage of youth who *agreed* or *strongly agreed* with the questions mapped to each outcome. The Middle School Average reflects all youth who completed surveys at 14 afterschool programs at Middle schools funded by OFCY. (537).

Survey Responses

	Strongly Disagree		Disagree		Not Sure		Agree		Strongly Agree	
	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs
Confidence and Self-Esteem										
Because of this program, I am better able to handle problems and challenges when they arise.	0%	4%	0%	7%	12%	28%	33%	38%	55%	23%
I feel like I belong at this program.	0%	3%	0%	5%	12%	21%	21%	40%	67%	31%
This program helps me to get along with other people my age.	0%	3%	0%	5%	12%	21%	18%	41%	70%	30%
Connection to Caring Adults										
At least one adult here understands what my life is like outside of the program.	0%	8%	0%	7%	9%	24%	30%	38%	61%	23%
The adults in this program tell me what I am doing well.	0%	2%	0%	6%	6%	17%	24%	48%	70%	27%
There is an adult at this program who cares about me.	0%	2%	0%	3%	9%	20%	27%	46%	64%	30%
There is an adult in this program who notices when I am upset about something.	0%	4%	0%	5%	9%	20%	39%	43%	52%	28%
Decision-Making and Goal Setting										
In this program, I learned how to set goals and meet them.	0%	4%	0%	6%	18%	23%	39%	42%	42%	24%
This program helps me to think about the future.	0%	5%	0%	7%	18%	28%	21%	34%	61%	26%
Development and Mastery of Skills										
In this program, I learned new information about a topic that interests me.	0%	5%	0%	9%	18%	23%	30%	40%	52%	24%
In this program, I try new things.	3%	5%	9%	8%	12%	14%	24%	47%	52%	26%
Since coming to this program, I am better at listening to others.	0%	4%	3%	7%	15%	27%	30%	40%	52%	23%
Since coming to this program, I am better at something that I used to think was hard.	0%	4%	0%	6%	0%	21%	42%	43%	58%	26%
Other										
I feel safe in this program.	0%	3%	0%	4%	12%	16%	30%	47%	58%	30%
I get the opportunity to talk about what I'm learning at this program.	0%	4%	0%	7%	24%	23%	27%	44%	48%	22%
I have been asked for my opinion about how to make this program better.	0%	5%	0%	8%	21%	26%	42%	40%	36%	21%
If someone bullies my friends or me at this program, an adult steps in to help.	0%	3%	0%	5%	3%	16%	30%	43%	67%	33%
Since coming to this program, I work better with others on a team.	0%	3%	3%	6%	9%	25%	52%	42%	36%	24%
The adults in this program treat all youth fairly.	0%	4%	3%	7%	12%	19%	27%	40%	58%	31%
The people who work at this program understand my family's culture.	0%	5%	0%	5%	9%	27%	52%	38%	39%	26%

Youth Survey Results (Number of surveys collected: 33)

Other, cont.	Strongly Disagree		Disagree		Not Sure		Agree		Strongly Agree	
	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs
Youth at this program respect each other.	3%	6%	6%	8%	9%	25%	33%	41%	48%	20%
Because of this program, I feel more comfortable being around people who look or sound different than me.	0%	3%	0%	5%	12%	22%	27%	44%	61%	27%
I am interested in what we do at this program.	0%	4%	3%	6%	12%	21%	48%	44%	36%	26%

School-based after school programming for elementary and middle school Outcome Scores All Middle School Programs

Physical Wellness	84%	66%
Academic Behaviors	80%	72%
College and Career Exploration	73%	64%
School Engagement	90%	70%

Outcome scores represent the percentage of youth who *agreed* or *strongly agreed* with the questions mapped to each outcome. The Middle School Average reflects all youth who completed surveys at 14 afterschool programs at Middle schools funded by OFCY. (537).

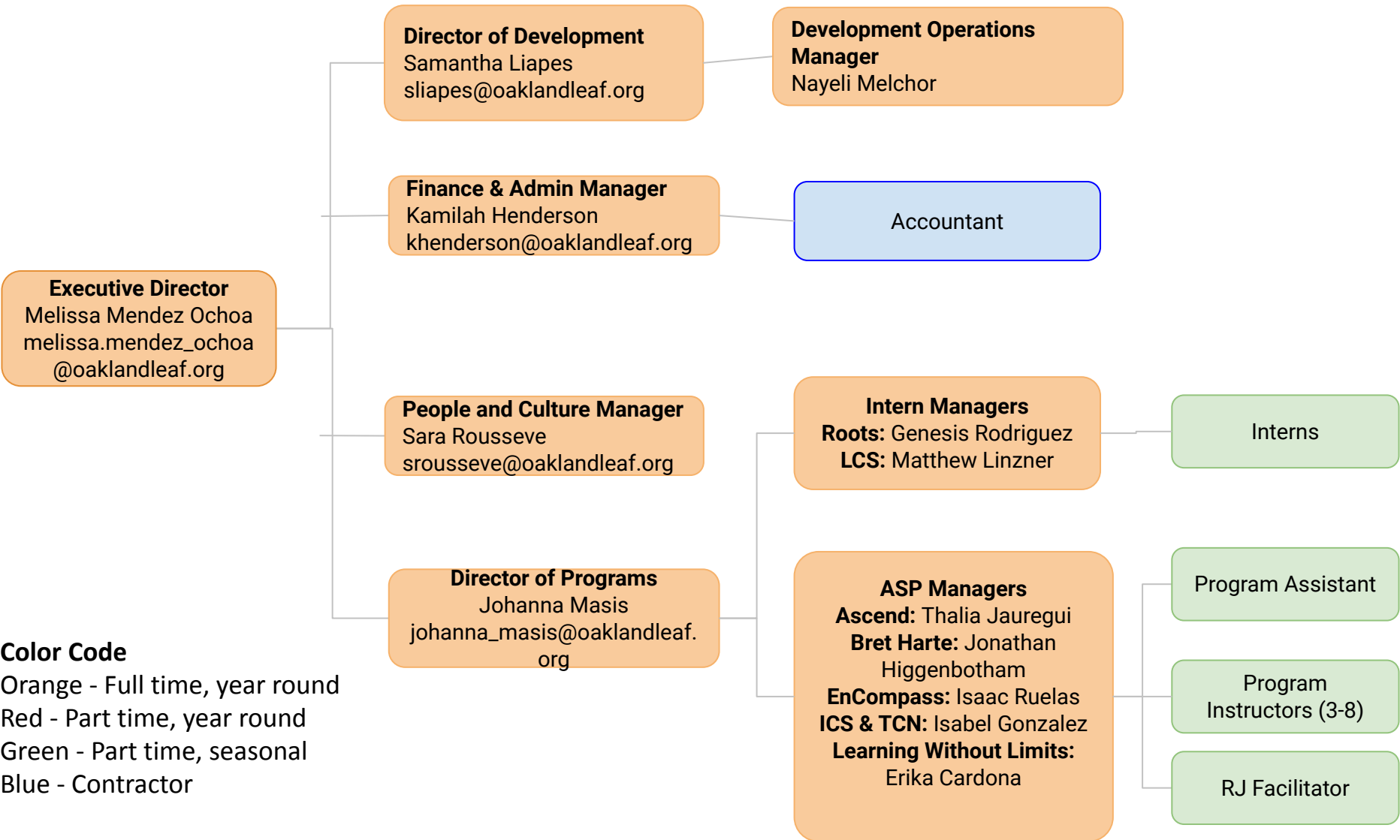
Survey Responses: School-based after school programming for elementary and middle school Questions

Physical Wellness	Strongly Disagree		Disagree		Not Sure		Agree		Strongly Agree	
	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs
This program helps me to learn how to be healthy.	0%	5%	3%	6%	12%	27%	33%	40%	52%	21%
This program helps me exercise more.	0%	6%	0%	7%	15%	20%	33%	38%	52%	29%
Since coming to this program, I am better at saying 'no' to things I know are wrong.	0%	5%	3%	5%	15%	22%	15%	38%	67%	29%
Academic Behaviors	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs
Because of this program, I am better at getting my homework done.	0%	3%	0%	5%	21%	15%	42%	47%	36%	30%
This program helps me to learn good study skills (like reading directions, taking tests).	0%	3%	0%	7%	18%	24%	45%	41%	36%	24%
In this program, I learned how to set goals and meet them.	0%	4%	0%	6%	18%	23%	39%	42%	42%	24%
College and Career Exploration	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs
This program helps me feel more confident about going to college.	0%	4%	0%	7%	24%	27%	24%	36%	52%	26%
In this program, I learn about the kinds of jobs I'd like to have in the future.	0%	5%	0%	8%	30%	24%	27%	40%	42%	23%
School Engagement	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs	This Program	All M.S. Programs
This program helps me to feel like a part of my school.	0%	4%	0%	5%	3%	20%	42%	45%	55%	26%
This program helps me feel happy to be at this school.	0%	4%	3%	5%	9%	21%	36%	41%	52%	29%
This program helps me feel more motivated to learn in school.	0%	5%	0%	5%	15%	23%	30%	43%	55%	24%

FY21 Oakland Leaf Organizational Chart



OAKLAND LEAF



Color Code
 Orange - Full time, year round
 Red - Part time, year round
 Green - Part time, seasonal
 Blue - Contractor

ATLANTA GA 39901-0001

In reply refer to: 0752421263
June 19, 2019 LTR 4168C 0
81-0565800 000000 00
00080986
BODC: TE

OAKLAND LEAF FOUNDATION
520 3RD ST STE 109
OAKLAND CA 94607



055444

Employer ID number: 81-0565800
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated June 10, 2019, about your tax-exempt status.

We issued you a determination letter in May 2003, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0752421263
June 19, 2019 LTR 4168C 0
81-0565800 000000 00
00080987

OAKLAND LEAF FOUNDATION
520 3RD ST STE 109
OAKLAND CA 94607

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3

OAKLAND LEAF FOUNDATION
 520 3RD ST STE 109
 OAKLAND CA 94607-3503

Page 1
 Statement Date 5/28/21
 Account Number 820008020 D

TYPE OF ACCOUNT--Interest Business Checking
 Statement Summary

Beginning Balance	4/30/21		144,818.60	0
Deposits/Credits		1 Credits	43,928.00	
Checks/Debits		0 Debits	.00	
Interest Paid			12.31	
Ending Balance	5/28/21		188,758.91	

Credits/Deposits

Date	Amount	Description
5/18	43,928.00	~125446~ Fy20 Reserve Transfer, Transfer From 8200 10791 D To 820008020 D
5/28	12.31	Interest Deposited

Daily Balance Information

Date	Balance	Date	Balance
Beginning Balance	144,818.60		
5/18	188,746.60	5/28	188,758.91

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-888-326-2265, write us at Beneficial State Bank, Customer Call Center, 2002 NE M.L. King Blvd, Portland, Oregon 97212, or email us at support@beneficialstate.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
 - (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - (3) Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



Elementary After-School Instructor Job Description 2021-2022

About Oakland Leaf

Oakland Leaf was founded in 2001 by a collective of East Oakland educators intent on empowering youth voice. Since that time we have developed into a highly regarded youth development institution providing free programming to upwards of 1,000 youth annually.

Our Programming

- 1) Comprehensive after-school programs at schools across East Oakland that emphasize: arts and culture, health and wellness, empowerment and leadership, and having fun -- because kids deserve to be kids!
- 2) High school internships focused on gardening and youth development. This paid internship collaborates with our after-school programs to provide professional and leadership development opportunities.

Our Goal

Empower youth with the confidence to explore life with curiosity and excitement, advocate for themselves and their community, and catalyze change as leaders.

Our People

We are a collection of artists, athletes, activists, educators, life enthusiasts, and above all, passionate supporters of youth in our shared communities. If you possess the passion to make Oakland a more loving, just, and vibrant place, then Oakland Leaf might be the place for you to root in, rise up and branch out.

Specific Duties & responsibilities

- Create and facilitate engaging, project-based curriculum that is of high interest for Oakland elementary aged youth for 1-hour enrichment sessions.
- Provide 1 hour daily academic session that assists elementary students with homework and academic success.
- Establish and maintain a physically and emotionally safe learning environment where meaningful relationships between students and themselves can take root and flourish
- Complete all administrative tasks on a daily and/or weekly basis including but not limited to student attendance, monthly reports, surveys, etc.
- Accountable for contributing to high-quality programming by meeting the Oakland Leaf program quality standards including but not limited to submission of weekly lesson plans and implementation of effective classroom management.
- Participate in monthly mandatory staff meetings and trainings when scheduled
- Develop students in your area of expertise to use newly formed skills as a medium to express themselves, make discoveries, challenge themselves, etc.
- Other duties determined by the Site Manager can include but not limited to:
 - **VIRTUAL LEARNING** lessons and management of responsibilities relating to the school site
 - Collaboration with day time teachers to support distance learning tasks and implementation of the curriculum



- Professional development trainings as they pertain to school site needs
- **HYBRID** model responsibilities as they pertain to the school site as well as expectations from the Program Manager.

Your Legacy

- The opportunity to implement an enrichment medium to develop youth voice, critical thinking, cultivation, and community
- Working with youth to develop a project(s) to show at Winter and Spring Expo
- Serve as positive role model to elementary aged youth in the Oakland community
- Learn, teach and grow to elevate your career simultaneously strengthening the organization's capacity
- Help the organization live and breathe it's core values

Skills & Qualifications

- Passion for innovation and excellence in social and restorative justice, and youth development
- Organizational, time management, and prioritization skills
- Ability to work independently, reliably, take initiative and problem solve
- Exceptional judgment, including a high level of discretion when handling confidential materials
- Excellent interpersonal and communication (written and oral) skills
- A strong work ethic and a continuous learner
- Strong attention to detail throughout all aspects of their work
- Work well in a team setting and be open to collaborate with all stakeholders
- Basic behavior management and conflict resolution skills
- Provide TB clearance and background clearance from FBI and DOJ

Education & Experience

- Possess an Associate's Degree or higher
- The ideal candidate will have experience in classroom management and/or youth development

Working conditions/physical demands

- Normal school and office conditions
- Offsite meetings
- Required to work some nights for events
- Must be able to lift up to 25lb

Oakland Leaf is an equal opportunity employer and will not discriminate against any individual, employee, or application for employment on the basis of race, color, marital status, religion, age, sex, sexual orientation, national origin, handicap, or any other legally protected status recognized by federal, state, or local law



Program Manager Job Description

About Oakland Leaf

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Our Programming

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Our People

We are a collection of artists, athletes, activists, educators, life enthusiasts, and above all, passionate supporters of youth in our shared communities. If you possess the passion to make Oakland a more loving, just, and vibrant place, then Oakland Leaf might be the place for you to root in, rise up and branch out.

Summary of Position

The Program Manager provides overall management and supervision for one of Oakland Leaf programs including supervision of staff, maintaining the program budget, ensuring implementation of policies and procedures, and coordinating operations of the specific program. This position reports to the Director of Programs.

Specific Duties & responsibilities

- Implement site specific program plans that reflects Oakland Leaf's vision, mission, values and needs of the community
- Establish high quality programming as determined by Oakland Leaf, Youth Program Quality Assessment (YPQA), OUSD, OFCY and other funders
- Responsible that program ensures compliance with guidelines requested by Oakland Leaf, Oakland Unified School District (OUSD) and California Department of Education (CDE)
- Facilitate and monitor day to day operations of the program, both in person and through distance learning
- Staff management of program direct staff including observations, coaching, and developing
- Maintain Systems of Operations as set by Oakland Leaf including program planning, staff management and financial procedures
- Develop and maintain supportive partnerships with school site leadership, staff,



Program Manager Job Description

- families, community partners, etc.
- Manage our contracted partners to ensure they are meeting Oakland Leaf expectations.
- Take part in school community and staff meetings to ensure alignment with after school and school day programs
- Other duties determined by the Program Director to support the After-School Program and events

What you will bring:

Skills & Qualifications

- Passion for innovation and excellence in youth development and social and restorative justice
- Organizational, time management, and prioritization skills
- Ability to work independently, reliably, take initiative and problem solve
- Exceptional judgment, including a high level of discretion when handling confidential materials
- Excellent interpersonal and communication (written and oral) skills
- A strong work ethic, with a desire to go above and beyond standard expectations
- Strong attention to detail throughout all aspects of their work
- Continuous learner
- Ability to motivate, excite, encourage critical thinking and build community with youth and staff
- Work well in a team setting
- Basic behavior management and conflict resolution skills
- Ability to effectively simultaneously manage multiple projects
- Provide TB clearance and background clearance from FBI and DOJ

Education & Experience

- Possess a Bachelor's Degree or higher
- The ideal candidate will have experience as a manager/coordinator and youth development

What we offer:

- Work with and learn from passionate, talented, and seasoned professionals.
- Comprehensive health benefits: medical, dental, and vision.
- Work/life balance.
- The opportunity to make a difference in the lives of Oakland youth and families.

Working conditions/physical demands

- Normal office and school conditions
- Offsite meetings
- Required to work some nights for events
- Must be able to lift up to 25lb

Oakland Leaf is an equal opportunity employer and will not discriminate against any individual, employee, or application for employment on the basis of race, color, marital status, religion, age, sex, sexual orientation, national origin, handicap, or any other legally protected status recognized by federal, state, or local law

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUN 04 2003**

OAKLAND LEAF FOUNDATION
C/O MICHAEL SIEGEL
3632 64TH AVE
OAKLAND, CA 94605

Employer Identification Number:
81-0565800
DLN:
17053122024003
Contact Person:
RICHARD K DOLFI ID# 31363
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a) (1)
Advance Ruling Period Begins:
August 13, 2002
Advance Ruling Period Ends:
December 31, 2006
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

OAKLAND LEAF FOUNDATION

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period.

OAKLAND LEAF FOUNDATION

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

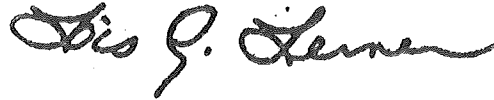
If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

OAKLAND LEAF FOUNDATION

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "Lois G. Lerner". The signature is written in dark ink and is positioned below the typed name.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure(s):
Form 872-C

Dr. Shirley N. Weber
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, June 9, 2021. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2430152 OAKLAND LEAF FOUNDATION

Registration Date:	08/13/2002
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC NONPROFIT
Status:	ACTIVE
Agent for Service of Process:	GAIL CAMACHO 520 THIRD STREET, UNIT 109 OAKLAND CA 94607
Entity Address:	520 THIRD STREET, UNIT 109 OAKLAND CA 94607
Entity Mailing Address:	520 THIRD STREET, UNIT 109 OAKLAND CA 94607

 [Certificate of Status](#)

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of August.

Document Type	↕	File Date	↓	PDF
SI-COMPLETE		02/19/2021		
SI-COMPLETE		04/25/2019		
REGISTRATION		08/13/2002		

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)



Entity Status Letter

Date:

ESL ID:

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID:

Entity Name:

1. The entity is in good standing with the Franchise Tax Board.
2. The entity is **not** in good standing with the Franchise Tax Board.
3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701
4. We do not have current information about the entity.
5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



Oakland Leaf Board of Directors

Officers:

Gail Camacho, Board-Chair
Vice President and Chief Operating Officer,
Informing Change
(Beginning Term 2013)

Marina Ortega, At-Large
Physician Assistant, UCSF Health
(Beginning Term 2017)

Howard Joyce, At-Large
Managing Partner, Morgan Hill Partners
(Beginning Term 2016)

Harris Bostic II, At-Large
Strategic Senior Advisor, Tides
(Beginning Term 2017)

Kim Bronson, At-Large
Sourcing Manager, Regional Americas
Procurement, Genentech
(Beginning Term 2021)

Kim Duff, At-Large
Director of Product Marketing, Rally Health
(Beginning Term 2016)

Monica Guzman At-Large
Vice Principal, Mount Diablo Unified School
District
(Beginning Term 2020)

Leo Kremer, At-Large
Co Founder, Founders Restaurant Table Group
(Beginning Term 2021)

Debra Levinsky, At-Large
Retired Medical Doctor, Private Practice
(Beginning Term 2003)

Jose Luis Rodriguez, At-Large & alumni
Project Manager, Growing Together
(Beginning Term 2021)

Scott Sillers, At-Large
Board of Trustees, Health Professions Education
Foundation
(Beginning Term 2017)

Stephen Walrod, At-Large
Retired Clinical Psychologist, Private Practice
(Beginning Term 2003)

Audrey Yang, At-Large
User Experience Research Consultant
(Beginning Term 2021)



Oakland Leaf Foundation Board Meeting

April 8, 2021 • 6:00pm

Zoom Meeting Link:

<https://us02web.zoom.us/j/81406588602?pwd=TFRWV2FYbnNqTUd4QjJONGVkcUpQZz09>

Present: Harris, Gail, Kim B., Stephen, Howard, Monica, Melissa, Kim D., Deb, Scott, and Marina

Absent:

MEETING AGENDA		
TIME	AGENDA ITEM	FACILITATOR
6:00 - 6:15	<p>Check-In: Introduce ourselves to our new board member, Kim Bronson</p> <p>What do you love about Oakland Leaf?</p> <p>Stephen: Critical thinking, providing SEL to East Oakland students Harris: facing challenges and bouncing back Kim D: Love being able to support students beyond their academics, and all the components we bring to the table Monica: Highlighted at the gala- warm fuzzy feeling you talk to people who are involved. Truly heart-warming to hear about the benefits kids get in the program Howard: joined the board a couple years after I moved to Oakland, it's a way to meet and get to understand and know the local community, the videos from the first piece of the gala- the joy and love on the kids faces because of what we do for them Deb: Gardens, and our work around food justice. Gail: The community, the love that Oakland Leaf creates, so appreciate being a part of it. Kim B: Came through by Harris. Working at Genentech, looking for community outreach, S.T.E.M. curious about this, mathematics and science.</p>	Gail
6:15 - 6:20	<p>Board Business:</p> <ul style="list-style-type: none"> Approve February board minutes <p>Move to approve the minutes: Stephen seconded by Deb. Unanimous approval.</p>	Gail

<p>6:20 - 6:50</p>	<p>Executive Director report</p> <p><u>Highlights:</u></p> <ul style="list-style-type: none"> ● Q3 started with an LT retreat, and Recharge for the staff, focused on refocusing and checking in with alignment so we could finish this year successfully. ● Wrapped up the Program Model for OPC, through work of Isa and Thalia. Brought on as staff, and participants of OPC ● Created a timeline to create the family engagement component of the Theory of Change. Come up with a plan this summer with more focus time available so we can pilot in the winter of next FY ● RJ curriculum has been utilized and successful this year. The lesson plans are being incorporated in many aspects. ● In the service learning class they are discussing privilege, so all projects are through an asset lens. <ul style="list-style-type: none"> ○ Service Learning: Classes have chosen a topic of their topic form LGBTQ, Homelessness, ● Roots participated in the California After-School Challenge. It's the first time our interns participated, they prepped, and spoke to legislators. ● After-School programs had amazing celebrations for Black History Month and Women's History Month. ● LCS team launched their CSA boxes for the East Oakland Community, and our goal is to make it possible for those who are interested. ● Culture Keeper Committee has come to fruition. Made up of various stakeholders and they are working to ensure our work culture is strong. They conducted a staff engagement survey, looked at the data to talk about and see what the data was telling us. ● The gala was successful, and was able to surpass our goal which was exciting, given that it was the first time we tried this type of event. ● We secured a 3 year commitment from Crankstart, 100K each year, and an extra 100K for the first year for crisis response efforts ● Continuing to strengthen our partnership with Workday with more corporate giving for their volunteer days, and also resulting in a lot of new individual donors. <p><u>Challenges:</u></p> <ul style="list-style-type: none"> ● Decline in student retention. With schools reopening we will have different data points to look at with regards to this. ● Strengthen our food distribution strategy to look at our numbers to ensure we're meeting the demand ● Bret Harte manager transitioned. We have a hiring committee that includes a current site manager, current Bret Harte staff, a daytime teacher and the Bret Harte 	<p>Melissa</p>
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principal, to make sure we have different voices for the new hire.

- Coaching and goal setting has not been consistent with all our staff. This came out through the staff engagement survey. Working with the managers to make sure this is continuous across site
- Working since mid-january to encourage our staff to get vaccinated. We were around 70-80% who said they were not going to get the vaccine, we are currently at 50% of people who are getting the first dose, or have an appointment. We give them information, share clinics, to ensure folks take advantage of that
- Quarter ended with chaos, where Oakland announced they were going to reopen schools. We worked with principals to get schedules set, so we could support. We're continuing to do daytime intervention to do math and literacy intervention, and will continue our enrichment through zoom because of how schedules work, and the number of opt-in families. And LCS will continue in person
- We started our 4th quarter this week which is focused on wrapping up this year, and planning for next year, hard for our staff that we are trying to make clear of next year
- EFC and OUSD announced that their plan is to start school in person the first day of school in August. We're planning for that in our budgets and program plans.

Questions from the board:

- Evaluating services to families to students as well for programming?
 - We're looking at food distribution, we're looking at there was a huge demand when we posted, we're looking at how to prioritize and meet that demand as best as we can.
- Two options for strategic planning and program planning- where are we with the Theory of Change?
 - Staff recommended to go towards a family engagement component. We have held off on that because we are trying to plan that out this month, but with schools reopening we shifted our priority. We're focusing summer time on planning out what that component looks like and the program model so we can pilot that during the winter time to pilot in FY23 for the full year.
 - With some financial modeling
- What is our plan with the vaccination rate to increase further with opening schools?
 - Learned through talking with staff: it's not the education part that's the issue, for them, it's seeing how their peers react to the vaccine, that's really made the shift.
 - We presented information, and the executive director check in regarding what they needed?

	<ul style="list-style-type: none"> ○ Encouraging and advocating for folks who attend to return so we can start in the fall with vaccinated staff. ○ Safety of the community, we need to get folks vaccinated. And, we are working as a Leadership Team to encourage vaccination. ○ Addressing feedback about the vaccination right away. ● Is OUSD telling staff who are coming into the schools that they need to be vaccinated? <ul style="list-style-type: none"> ○ It's not a requirement at this point. ○ EFC has not required it yet, but planning for EFC to be. ● What are the main issues with not wanting the vaccine? <ul style="list-style-type: none"> ○ Peer responses to the vaccine ○ Cultural history with vaccines and the healthcare system ○ Addressing this by having frank conversations about systemic racism in the healthcare system. ○ We're starting from a low number. ● Finance: Service collective: It's yellow, what's the risk? <ul style="list-style-type: none"> ○ We are definitely not forecasted to hit the full 100% income for service, because we have not hired all the instructors because we served less students. CDE waived their requirements. ○ ED is meeting with the principals to meet the needs of the school day because the funds are available. The hours do not need to be used during after-school hours ● Budget perspective, where are we expected to land? <ul style="list-style-type: none"> ○ We're forecasted to end with a little surplus. 	
6:40 - 6:53	<p>Gala debrief</p> <ul style="list-style-type: none"> ● Met and exceeded the set goals ● Good debrief in terms of the successes and ideas for the future ● Fact that given the obstacles to create a virtual gala, and being able to get the video we needed to effectively communicate and capture the soul of the organization, the team did a remarkably good job of putting together an hour worth of online content ● Social and emotional aspect came through in everything ● History of the organization and how people grew up through the organization ● We raised most of the money before the event, that it wasn't going to be so much of a fundraiser as it will be to share our story with the audience, at the same time we missed an opportunity to give people an opportunity to give at the fund-a-need and auction. There could've been a way to do this effectively 	Gala committee

	<ul style="list-style-type: none"> • We are hoping we don't have to do a virtual event again. • Staff felt super engaged, they often feel out of place at the gala, this was the first time they didn't feel that way. That was a huge win, to have staff morale feel boosted after attendance. • Need to mix the community aspect and not lose the goal to raise money, which may show we need more than one event. • Starline is closed now, but it's an opportunity to look for a bigger space and something that fits the budget. <p>Questions: What do you think the primary contributor to staff feeling welcome?</p> <ul style="list-style-type: none"> • Dynamics about not having a spot to sit at galas, or feeling out of place, even though it's an event for our youth and the organization they work for. • This was the first time they felt motivated after the event. • The staff were the stars of the show, that was validating and affirming. <p>To note: that Gail is terming off as the Board president</p> <ul style="list-style-type: none"> • She went above and beyond and has done a fantastic time thus far! <p>How does the current board want to welcome new people? Do we need to do work on this?</p> <ul style="list-style-type: none"> • We have an onboarding process online. Our board binder has been moved online and that is what we've been sharing. In a non-pandemic world we would set up site visits and staff meetings for new board members but we need to rethink that during this time. 	
6:53 -7:10	<p>Much Loves</p> <ul style="list-style-type: none"> • Much love to Rena Sam and Melissa for pulling off a really incredible gala celebration. It was not easy to do remotely, and there were lots of logistics. Coordinating the staff, and the students in a way we've never done before was above and beyond. Great job! ** • Much love to the kids and the staff that were the stars. I wish I could make my son watch it (Howard). It was honest, reflected who we were, and it brought tears to my eye to see the impact, and that was really cool and impactful. Kudos to the youth's courage and capability. • Much love to the kids in the video- it worked! • Much love to Gail to keep everything flowing and introducing us virtually to these new candidates • Much love to the fellow board members for the authenticity that creating a container for hope and nurturing each other. • Much love to Kim Bronson for joining us! We're excited to have you on board, your contributions will be valued here. 	All

	<ul style="list-style-type: none"> ● Much love to everyone I've served on other boards, to know this is going on and you are keeping it going it's amazing. The gala and kids were amazing. ● Much love to Melissa for everything. Leading this organization through a pandemic, having to open up schools with a two week notice, hosting an amazing gala. For your second year as ED I think you can take on anything after this! How you continue to care for our staff and community is extremely valuable. ● Much love to Melissa not only do you do all Gail says, we know to the contrary it seems so effortlessly, and calm. That's a good signal to your team! Thank you. ● Much love Melissa the word leadership gets thrown around a lot, and it doesn't get defined. You know it when you see it, and you embody leadership, thank you. ● Much love Melissa you stepped into your role so effortlessly you make it look easy. You're so good at the operations side, and a lot of people can't make that transition, and the ones who can do it are so wonderful. You really grasp and understand the operations and strategic side. 	
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FUTURE BOARD MEETINGS	
Date	Attendance Notes
June 10, 2021	
August 26, 2021	



Oakland Leaf Foundation Board Meeting

June 9, 2021 • 6:00pm

Zoom Meeting Link:

<https://us02web.zoom.us/j/87387438004?pwd=cXd6MkwxWXFubDRjZFBQaW1ZT3kyUT09>

Present: Howard Joyce, Kim Bronson, Monica Guzman, Scott Sillers, Stephen Walrod, Gail Camacho, Deb Levinsky, Harris Bostic II, Melissa Mendez Ochoa, Kim Duff, Marina Ortega

Absent:

MEETING AGENDA		
TIME	AGENDA ITEM	FACILITATOR
6:00 - 6:15	Check-in & welcome: What's your summer plans? •	Gail
6:15 - 6:20	Board Business: • Approve April board minutes Move to approved minutes: Debra, Seconded by: Kim D. Unanimously approved	Gail
6:20 - 6:40	Executive director report Theme: Closing down this year and planning for next year • Community building through Expos, communication with stakeholders, and raising up our staff • Developed org goals with indicators • Focused on a full reopen plan for next year, central office will be returning to the office in July • Intentional timeline was developed for the family engagement component of the TOC • Use the last month to come out of the pandemic to do something transformative, adapt and grow from what we've learned Questions: • Family engagement component: will the board have a chance to look at the proposal and any cost and staff resourcing implications? ◦ PropelNext is supporting this TOC work, research of best practices, and the coach will develop a cost model on the component, likely ready by March meeting • If we're starting in person in August is there a vaccine policy?	Melissa

	<ul style="list-style-type: none"> ○ Allowing it up to the staff the vaccine only has emergency approval. We need to follow the district's policy. ○ Everyone will be wearing a mask regardless. ○ 63% are fully vaccinated, so slowly improving those numbers, and 13% are opting out, and 24% undecided. ● Any plans for using the COVID experience to learn from and grow from? <ul style="list-style-type: none"> ○ Reflections with department leads, and with program leads ○ Trained on literacy support, how can we continue the training and do a more intentional homework component. ○ **advice: ask every group: the kids, parents, schools, what do you want to see? To get a lot of input and take from that. 	
<p>6:40 - 7:10</p>	<p>FY 21-22 budget presentation</p> <ul style="list-style-type: none"> ● Vote on FY21-22 Budget <p>Goals:</p> <ul style="list-style-type: none"> ● Enhance Program ● Program Growth ● Staff Development ● Impact and Awareness <p>Expenses</p> <ul style="list-style-type: none"> ● 2.4 million: 2 million is allocated to our programs, the majority is going to after-school (84%) ● Less than 1% will go to crisis response until we decide what we will do for Family Engagement ● increase of 152k: ● Recurring <ul style="list-style-type: none"> ○ Food production model will decrease the number of interns for LCS (8K increase) ○ Monthly staff meetings will review data in program, celebrate program (2K increase) ○ Oakland Peace Camp for next year's budget, which will run part of this year's OPC (60K increase) ○ Weekly hours for PA's for an average of 35hrs for data collection and food distribution (20K increase) <ul style="list-style-type: none"> ■ Will include healthcare benefits for some depending on when they start their contracts ○ Hours of RJ to 25 increase to make sure social and emotional growth continues (25K increase) ● Operational changes: <ul style="list-style-type: none"> ○ Cost of living adjustments (39K) ○ Comp Market Adjustment, with the goal of moving all staff to the 50 percentile (8K for next year) 	<p>Internal Committee</p>

Income:

- 3% decrease in OFCY
- Fundraising Goal is increasing by 20K
 - 20K decrease in corporate because of one time gift
 - 20K for foundation
 - These numbers are based on this year, and past years for the Foundations
 - Events include campaigns as well
 - 30K increase to individual donations
 - Other: proposing to carry over 80K over to this year's surplus budget to cover costs for next year
- Fundraising Goal
 - 62% of our goal is already committed in writing, since January started commitments
 - 10% of the funding we feel confident will come in but not written
 - 3% is prospecting meaning we identified where we want to make the ask but we are not sure if we will get the funding because no official ask, or haven't applied yet.

Reserves

- 0% to the reserve.
- We plan to put 20K in the reserve, therefore getting our reserve to 208K
- **Question: How do we look at the reserve?**
 - The board recommended path did not recommend what we would use the reserved for, but said we would put aside 1%.
 - Currently we're at one month of expenses in the reserve
 - Majority of our money is contract and secure
 - Working cap, we're caring at least 2 months of expenses
- **When was the last time we took from the reserve?**
 - FY2014-2015

Questions:

- **Will the surplus become a yearly need, or do you have a plan for how we will increase our income in the coming years?**
 - Currently there's a proposed increase coming to ASES, confident it will pass
 - Working with Sam to identify more major donors and multi-year commitments

Internal affairs:

- ED took feedback, and the budget aligns with our strategic plan
- This year is a bridge year, into this year after COVID

	<p>Motion to approve the budget: Howard Joyce, Second: Gail Camacho</p> <p>Budget approved unanimously!</p>	
<p>7:10 - 7:20</p>	<p>FY 20-21 Surplus plan</p> <ul style="list-style-type: none"> ● Vote on surplus plan <ul style="list-style-type: none"> ○ Based on the financials of May's closing: we are projected to end with 108K surplus. ○ Proposal: carry over 80K to next budget, and 20K to the reserve to help build it up. \$7,500 be used to give members of the Leadership Team bonuses. ● Discuss future bonus policy <ul style="list-style-type: none"> ○ We should adopt a bonus policy, in 2018, Howard developed a bonus structure that was thorough, that needs to be revisited. ○ Ask: Internal committee look back at the bonus policy and in our August meeting come to the meeting with a proposed bonus policy to implement, with guidelines to give structure ○ Working with the 2018 bonus policy. ● Form ED Compensation subcommittee <ul style="list-style-type: none"> ○ Take compensation out of the ED's hands ○ committee: the board chair, treasurer, and a rep of the External Committee to help think about funding. ○ Create an ED comp plan before budget planning <p>Questions/Comments:</p> <ul style="list-style-type: none"> ● Internal affairs support this plan. ● Bonus is that the size of the LT? <ul style="list-style-type: none"> ○ Not all, some are getting market adjustments, and some did not qualify because they didn't meet all performance expectations. ○ No concerns about the bonuses to all <p>Surplus plan was approved in closed session with the request to modify the reserve allocation to include a bonus for Melissa.</p>	<p>Internal Committee</p>
<p>7:20 -7:35</p>	<p>Potential board members</p> <ul style="list-style-type: none"> ● Vote on Jose Luis Rodriguez, Leo Kremer and Audrey Yang <p>Jose Luis Rodriguez Staff Alumni, young future lawyer, youth worker, lives in our community</p> <p>Leo Kremer Entrepreneur, network of potential donors, sincere to wanted to learn and contribute</p>	<p>Governance Committee</p>

	<p>Audrey Yang Former Googler, network of high level givers, kind, thoughtful, skilled in marketing</p> <p>Move to approve: Stephen W., Seconded by: Harris Bostic Approved unanimously</p> <p>Board buddies:</p> <ul style="list-style-type: none"> • Marina Audrey • Harris Jose Luis • Scott Leo 	
7:35 - 7:40	Closed session	

FUTURE BOARD MEETINGS	
Date	Attendance Notes
August 26, 2021	



Letter of Agreement

Dear Oakland Unified School District's (OUSD) Department of Expanded Learning,

This Letter of Agreement establishes the intention of Oakland Leaf Foundation to work together with Oakland Unified School District's (OUSD) Department of Expanded Learning to facilitate a comprehensive after school program at OUSD school sites.

Oakland Leaf Foundation's mission is to cultivate community transformation through creative education. Our approach to youth development and student empowerment emphasizes enrichment activities that focus on: project-based learning, community awareness, cultural literacy, leadership development, social justice and reflection. Our goal is to develop youth with relevant, sustainable skills for them to become creative individuals with healthy habits.

Oakland Leaf has partnered with OUSD to provide expanded learning programs to students since 2003. In that role, Oakland Leaf has and will continue to:

- Serve as lead agency for the program including fiscal responsibility for managing after school grant funds per grant requirements and developing after school program and budget plans in close collaboration with school leadership
- Provide an After School Site Manager and adequate, qualified staffing to ensure program quality and compliance and meet the grant required 20:1 student to staff ratio.
- Ensure all hiring criteria and procedures such as fingerprint clearances, criminal background checks, and TB testing are completed with approval for all after school program staff and volunteers.
- Provide daily comprehensive after school programming consisting of academic, enrichment, and physical activity/recreational components to an adequate number of student participants to fulfill attendance requirements.
- Operate program until 6pm daily on every day regular day school is in session, to fulfill ASES attendance requirements.
- Work with the independent evaluator to collect and analyze data on student enrollment, attendance, academic performance, and student and parent satisfaction.

Oakland Leaf is aware of their responsibilities fiscally and programmatically for all compliance requirements if approved as lead agency. We are committed to upholding all of the responsibilities outlined in our application. We have been honored to partner with OUSD and we hope that we can continue to grow our partnership for future years.

Sincerely,

Melissa Mendez Ochoa
Executive Director
Oakland Leaf Foundation

OAKLAND LEAF FOUNDATION
(A NONPROFIT PUBLIC BENEFIT CORPORATION)
REPORT ON AUDIT OF FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

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H E A L Y A N D A S S O C I A T E S

C E R T I F I E D P U B L I C A C C O U N T A N T

INDEPENDENT AUDITOR'S REPORT

November 10, 2020

Board of Directors
Oakland Leaf Foundation
Oakland, California

I have audited the financial statements of Oakland Leaf Foundation (a nonprofit corporation), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Board of Directors
Oakland Leaf Foundation
Page Two

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Oakland Leaf Foundation as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Healy and Associates
Healy and Associates
Concord, California

OAKLAND LEAF FOUNDATION
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2020

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 399,894
Grants and accounts receivable	143,849
Prepaid expenses	<u>8,001</u>

TOTAL CURRENT ASSETS 551,744

Property and equipment, net 4,715

Deposit 4,000

TOTAL ASSETS \$ 560,459

LIABILITIES AND NET ASSETS

LIABILITIES:

CURRENT LIABILITIES:

Accounts payable and accrued expenses	\$ 23,916
Vacation payable	24,623
Line of credit	<u>-</u>

TOTAL CURRENT LIABILITIES 48,539

COMMITMENTS AND CONTINGENCY

NET ASSETS:

Without donor restrictions	511,920
With donor restrictions	<u>-</u>

TOTAL NET ASSETS 511,920

TOTAL LIABILITIES AND NET ASSETS \$ 560,459

OAKLAND LEAF FOUNDATION
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<u>SUPPORT AND REVENUE</u>			
Fees for services	\$ 1,423,107	\$ -	\$ 1,423,107
Foundation grants	475,500	-	475,500
Corporate grants	81,905	-	81,905
Contributions	410,486	-	410,486
Interest income	277	-	277
In-kind donations	4,922	-	4,922
Other income	4,679	-	4,679
	<u>2,400,876</u>	<u>-</u>	<u>2,400,876</u>
Net assets released from restrictions	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SUPPORT AND REVENUE	<u>2,400,876</u>	<u>-</u>	<u>2,400,876</u>
<u>EXPENSES</u>			
Program services	1,969,622	-	1,969,622
General and administrative	152,817	-	152,817
Fundraising and events	234,509	-	234,509
TOTAL EXPENSES	<u>2,356,948</u>	<u>-</u>	<u>2,356,948</u>
CHANGE IN NET ASSETS	<u>43,928</u>	<u>-</u>	<u>43,928</u>
NET ASSETS, beginning of year	<u>467,992</u>	<u>-</u>	<u>467,992</u>
NET ASSETS, end of year	<u>\$ 511,920</u>	<u>\$ -</u>	<u>\$ 511,920</u>

OAKLAND LEAF FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2020

<u>EXPENSES</u>	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising and Events</u>	<u>Total</u>
Salaries	\$ 1,412,570	\$ 99,353	\$ 177,004	\$ 1,688,927
Payroll taxes	139,122	7,236	14,753	161,111
Employee benefits	64,399	5,558	8,292	78,249
Workers' compensation	13,171	878	1,636	15,685
TOTAL PERSONNEL EXPENSES	<u>1,629,262</u>	<u>113,025</u>	<u>201,685</u>	<u>1,943,972</u>
Contract services	143,442	-	-	143,442
Program supplies	64,417	100	140	64,657
Rent	48,218	2,740	3,836	54,794
Consultants	7,656	23,117	1,684	32,457
Office expense	16,981	8,985	5,339	31,305
Intern stipends	22,620	-	-	22,620
Event expense	21	-	17,895	17,916
Insurance	7,898	449	628	8,975
Professional development	6,170	2,690	105	8,965
Payroll processing fees	6,342	360	505	7,207
In-kind expenses	4,922	-	-	4,922
Communications	3,308	188	263	3,759
Equipment rental	3,078	175	245	3,498
Travel	2,381	321	163	2,865
Depreciation	2,401	-	-	2,401
Marketing and outreach	81	162	1,958	2,201
Bank charges and fees	356	295	58	709
Taxes and licenses	-	206	-	206
Interest expense	68	4	5	77
	<u>340,360</u>	<u>39,792</u>	<u>32,824</u>	<u>412,976</u>
TOTAL EXPENSES	<u>\$ 1,969,622</u>	<u>\$ 152,817</u>	<u>\$ 234,509</u>	<u>\$ 2,356,948</u>

OAKLAND LEAF FOUNDATION
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:	
Change in net assets	\$ 43,928
Adjustments to reconcile change in net assets to cash provided by operating activities:	
Depreciation	2,401
CHANGES IN CURRENT ASSETS AND CURRENT LIABILITIES:	
Grants and accounts receivable	166,710
Prepaid expenses	7,015
Accounts payable and accrued expenses	14,252
Vacation payable	<u>9,668</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>243,974</u>
NET CHANGE IN CASH	243,974
CASH AND CASH EQUIVALENTS, beginning of year	<u>155,920</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 399,894</u>

See Notes to Financial Statements

OAKLAND LEAF FOUNDATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

NOTE A – NATURE OF ACTIVITIES

Oakland Leaf Foundation (Organization) is a California nonprofit public benefit corporation incorporated in December 2002 to cultivate community transformation through creative education for youth and families. Their vision is to embolden youth and families to be creative leaders who actualize a more loving, just, and vibrant Oakland. They support youth to be critical and creative thinkers, make healthy and safe decisions for themselves and the environment, navigate their lives, and approach life with curiosity and a desire to learn. The Organization is supported primarily through fees for service, contracts, grants, and contributions.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method and Basis of Presentation

The accounting records of the Organization are maintained on the accrual basis of accounting. The financial statements of the Organization have been prepared in accordance with ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires the Organization to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

OAKLAND LEAF FOUNDATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition – Fee for Service

Revenues from fee for service contracts are recognized when the Organization renders the services stipulated in the contract. Program service and registration fees are recognized when services or events have occurred.

Revenue Recognition - Contributions

In accordance with ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*, contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends, or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. As permitted by ASC 958, donor-restricted contributions whose restrictions are met in the same year may be reported as unrestricted support.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and highly liquid investments with maturity dates of less than three months, which are neither held for nor restricted by donors for long term purposes.

Fair Value Measurements

The Organization's financial instruments include cash and cash equivalents measured using Level 1 inputs. Fair value is defined as the price that would be received to sell an asset in the principal or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Fair value should be based on the assumptions market participants would use when pricing an asset. U.S. GAAP establishes a fair value hierarchy that prioritizes investments based on those assumptions. The fair value hierarchy gives the highest priority to quoted prices in active markets (observable inputs) and the lowest priority to an entity's assumptions (unobservable inputs). The Organization groups assets at fair value in three levels, based on the markets in which the assets and liabilities are traded, and the reliability of the assumptions used to determine fair value. These levels are:

- **Level 1**— Quoted prices for identical assets and liabilities in active markets.
- **Level 2**—Observable inputs other than Level 1, which include quoted prices for similar assets or liabilities in active markets, quoted prices from those willing to trade in markets that are not active, or other inputs that are observable or can be corroborated by market data for the term of the instrument.
- **Level 3**— Unobservable inputs that cannot be corroborated by observable market data.

OAKLAND LEAF FOUNDATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Grants and Accounts Receivable

Grants and accounts receivable are primarily due from governmental agencies and non-profit organizations. The Organization evaluates the collectability of its receivables on an ongoing basis and records a provision for potential uncollectible receivables when appropriate. Management did not consider an allowance for doubtful accounts necessary as of June 30, 2020.

Property and Equipment

The Organization records depreciation on its property and equipment expenditures in excess of \$5,000 on a straight-line basis using the following estimated useful lives:

Computer equipment and software:	5 Years
Furniture and fixtures:	5 Years

Maintenance and repairs are expensed as incurred.

Functional Allocation of Expenses

The costs of program activities and supporting services have been summarized on a functional basis in the statements of functional expenses. The statement presents the natural classification of detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Indirect costs such as general and administrative expenses include costs that are not directly identifiable with any specific program, but which provide the overall support and direction of the Organization. Such expenses which are common to multiple functions have been allocated among the various functions benefited based on time and effort spent in the area or on the space used.

Donated Goods and In-kind Contributions

Donated goods (food, supplies, and equipment) are recorded at the respective fair values of the goods received, which is \$4,922 for the year ended June 30, 2020. In addition, the Organization receives use of facilities space(s) for carrying out their program. The value of the donated use of facilities cannot be quantified and is therefore not included in the accompanying financial statements.

Newly Adopted Accounting Principles

In June 2018, the FASB issued ASU No. 2018-08 Not-for-Profit Entities (Topic 958): *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The new guidance applies to all organizations that receive or make contributions. The ASU includes specific criteria to consider when determining whether a contract or agreement should be accounted for as a contribution or as an exchange transaction. ASU 2018-08 also provides a framework to determine whether a contribution is conditional or unconditional, which may impact the timing of revenue recognition. Under the new guidance, if a transaction is considered an exchange transaction, it is accounted for under the applicable revenue recognition standards. The Organization adopted the standard on July 1, 2019. The adoption of this standard did not materially affect changes in net assets, financial position, or cash flows.

OAKLAND LEAF FOUNDATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Relevant Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requires organizations to recognize revenue when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the organization expects to be entitled to in exchange for those goods and services. The Organization plans to adopt the standard on July 1, 2020. The Organization is currently evaluating impact of adopting this new guidance on its financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (ASU 2016-02)*. ASU 2016-02 establishes a comprehensive new lease accounting model. The new standard clarifies the definition of a lease and causes lessees to recognize leases on the statement of financial position as a lease liability with a corresponding right-of-use asset for leases with a lease term of more than one year. ASU 2016-02 is effective for financial statements issued for fiscal years beginning after December 15, 2021, and interim periods within those fiscal years. Early adoption is permitted. The new standard requires a modified retrospective transition for capital or operating leases existing at or entered into after the beginning of the earliest comparative period presented in the financial statements, but it does not require transition accounting for leases that expire prior to the date of initial application. The Organization is currently evaluating the impact of adopting this new guidance on its financial statements.

NOTE C - INCOME TAX

The Organization has received tax exempt status under Section 501(c)(3) of the Internal Revenue Code, Section 23701(d) of the State of California Revenue and Taxation Code. The Organization's tax returns are subject to examination by federal and state taxing authorities generally for three years after they are filed. The Organization has no unrelated business income, and management has analyzed the tax positions taken, or expected to be taken, that would require recognition of a liability or disclosure in the financial statements.

NOTE D - PROPERTY AND EQUIPMENT

Property and equipment by major classes at June 30, 2020 are as follows:

Furniture and equipment	66,999
Accumulated depreciation	<u>(62,284)</u>
	<u>\$ 4,715</u>

Depreciation expense for the year ended June 30, 2020 was \$2,401.

OAKLAND LEAF FOUNDATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

NOTE E – LINE OF CREDIT

The Organization has a secured line of credit in the amount of \$100,000, bearing interest at 5.25%, and matures July 2026. At June 30, 2020, there was no outstanding balance.

NOTE F – COMMITMENTS AND CONTINGENCY

Commitments

The Organization leases office space under a non-cancellable lease which runs through December 2021 at a rate of approximately \$4,200 per month. For the year ended June 30, 2020 rent expense is \$48,720.

The Organization leases storage space on a month to month basis at a rate of approximately \$420 per month.

Office equipment is leased to conduct the Organization's operations under long-term operating lease agreements which run through October 2024 at a rate of approximately \$230 per month.

The minimum lease payments under these agreements are summarized as follows:

<u>Year ended June 30</u>	
2021	\$ 52,980
2022	\$ 28,260
2023	\$ 2,796
2024	\$ 2,796
2025	\$ 932

Contingency

Grant awards require the fulfillment of certain conditions as set forth in the instruments of grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. The Organization deems this contingency remote since by accepting the grants and their terms, it has accommodated the objectives of the Organization to the provisions of the grants. Management is of the opinion that the Organization has complied with the terms of all grants.

NOTE G – CONCENTRATIONS

Cash on Deposit

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of cash and cash equivalents in financial institutions. Funds on deposit exceeding federally insured limits totaled \$156,373 at June 30, 2020. It is the opinion of management that the solvencies of the referenced financial institutions are not of particular concern at this time.

OAKLAND LEAF FOUNDATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

NOTE G – CONCENTRATIONS (Continued)

Revenue and Support

During the year ended June 30, 2020, the Organization received 46% of its support and revenue from the Oakland Unified School District and the City of Oakland. A significant reduction in the level of this support could affect the Organization's ability to continue its operations.

Grants and Accounts Receivable

Three funders represent approximately 90% (55%, 22% and 13%) of total accounts receivable. Management has evaluated the sources of funding and determines them to be fully collectible.

NOTE H – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Cash	\$ 399,894
Grants and accounts receivable	<u>143,849</u>
Financial assets available to meet cash needs for general expenditures within one year	<u><u>\$ 543,743</u></u>

As part of the Organization's liquidity management, the Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Organization invests cash in excess of daily requirements, if available, in short-term investments.

NOTE I – EMPLOYEE BENEFITS

The Organization accrues vacation for full-time staff members. At June 30, 2020, the accrued vacation payable is \$24,623, and is included in the accompanying financial statements.

NOTE J – COVID-19

The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of non-essential businesses. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings. The Organization expects this matter could negatively impact its operating results. However, the related financial impact and duration cannot be reasonably estimated at this time.

OAKLAND LEAF FOUNDATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020

NOTE K – SUBSEQUENT EVENTS

In accordance with FASB Accounting Standards Codification Topic 855, "Subsequent Events," Management has evaluated subsequent events through November 10, 2020, the date the financial statements were available to be issued and concluded that there were no subsequent events that require recognition or disclosure in the financial statements for the year ended June 30, 2020

H E A L Y A N D A S S O C I A T E S
C E R T I F I E D P U B L I C A C C O U N T A N T

November 10, 2020

Board of Directors
Oakland Leaf Foundation
Oakland, California

I have audited the financial statements of Oakland Leaf Foundation (Organization) as of and for the year ended June 30, 2020, and have issued my report thereon dated November 10, 2020. I conducted my audit in accordance with auditing standards generally accepted in the United States of America.

In planning and performing my audit, I considered Oakland Leaf Foundation's internal control over financial reporting (internal control) as a basis for designing my auditing procedures for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, I do not express an opinion on the effectiveness of Oakland Leaf Foundation's internal control.

My consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore there can be no assurance that all such deficiencies have been identified.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

I have the following recommendations, that I believe will improve the Organization's accounting function:

Recommendation 2019-01:

During the course of our testing we noted, the Organization is not collecting W-9 information or signed contracts prior to making the disbursement(s) for youth stipends.

I recommend the Organization revise their cash disbursement system to ensure no disbursements are made without all pertinent documentation.

Current Status:

The Organization improved the collection of signed contracts, however collection of W-9 information remains an area of recommended improvement.

Recommendation 2019-02:

In the course of our testing we noted, the Organization is not collecting W-9 information or signed contracts prior to making the disbursement(s) for independent contractors.

I recommend the Organization revise their cash disbursement system to ensure no disbursements are made without all pertinent documentation.

Current Status:

Resolved.

This report is intended solely for the information and use of Board of Directors and management is not intended to be and should not be a matter of public record.

Healy and Associates
Healy and Associates
Certified Public Accountant



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students



2825 International Boulevard
Oakland, CA 94601
(510) 532-5400 phone
(510) 532-5464 fax

June 29, 2021

To Whom It May Concern:

Please accept this letter of reference for Oakland Leaf. I have had the pleasure of working with Oakland Leaf in my capacity as principal at International Community School, where they are starting their tenth year of serving our community as the lead agency for our after-school program. In this time, Oakland Leaf has distinguished itself for the quality of its programming and staff, their commitment to authentic collaboration with our staff, and a genuine commitment to a specific vision of youth development programming in Oakland Schools.

Our YPQA scores tell the story of the impact of Oakland Leaf at International Community School. Their program quality has leapt forward since our first year with Oakland Leaf. I believe this is because of the strong structures in place to support quality programming as well as investment in building the quality of staff. The professional development offered to program staff is intentional and meaningful. This translates into higher program quality across the board.

From the beginning, Oakland Leaf sought opportunities to engage with teachers, faculty, and parents as they began the process of designing our program. As we move forward in partnership, communication flows freely between Oakland Leaf leadership and site based staff and I am able to coordinate effectively with all parties as well as be advised of upcoming events and deadlines.

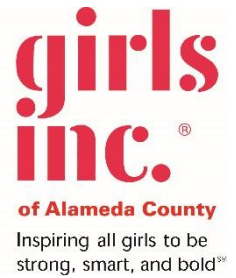
Finally, Oakland Leaf distinguishes itself in its commitment to its vision of youth development through its programs. The emphasis on creative education, gardening, building student understanding of their identities, and awareness of social justice issues impacting the lives of young people are all threads that permeate Oakland Leaf programming at our site. These domains are highly engaging to our students and promote the authentic engagement of our students in the programs offered by Oakland Leaf.

Please accept this letter of reference for Oakland Leaf and don't hesitate to contact me with any questions.

Sincerely,

Eleanor Alderman
Principal

June 29, 2021



Oakland Unified School District:

It is with great pleasure that I write this letter of recommendation for Oakland Leaf Foundation (Oakland Leaf) on behalf of Girls Inc. of Alameda County (Girls Inc.) to continue as a provider of expanded learning programs in Oakland Unified School District. Over the past 16 years, Girls Inc. has partnered with Oakland Leaf as a contractor at various elementary and middle schools throughout Oakland. During our partnership, the culture and climate, organizational values and commitment to Oakland youth have contributed to the strong foundation of our work together.

In partnering with Oakland Leaf, I've worked in various roles as a subcontractor from doing direct service at their program sites, as a Program Coordinator working in partnership with their site level leadership and as a Program Manager and currently as a Program Director, working with their agency leadership to coordinate the partnership across sites. In these various roles, it has been evident that the Restorative Justice practices, strong communication and advocacy efforts that Oakland Leaf employs with staff, partners, youth and in their daily programming supports their work in meeting community needs and continuously results in a strong integration into the school community.

The last component of the partnership that I would like to highlight is Oakland Leaf's commitment to the Continuous Quality Improvement (CQI) process. Oakland Leaf is committed to integrating collaboration and feedback into the partnership a way that is genuine, demonstrates compassion and focuses on providing the best programming for youth. Going through the CQI process together has built trust, authenticity and created space for vulnerability and learning. Oakland Leaf staff has also integrated Girls Inc. staff into their site teams and community by inviting our staff into meetings, trainings, and family engagement opportunities.

Oakland Leaf has been a strong provider of expanded learning program in Oakland and I highly recommend them to continue as a provider in the Oakland Unified School District. Feel free to contact me if you have any additional questions or need more information.

In community,

A handwritten signature in blue ink that reads "Kourtney Andrada". The signature is written in a cursive, flowing style.

kourtney andrada | Senior Director of School-Based Programs

Preferred Pronouns: She/Her/Hers

Achiever•Competition•Deliberative•Futuristic•Focus

Girls Inc. of Alameda County

Simpson Center for Girls | 510 16th St. Oakland, CA 94612 | Phone: (510) 357-5515 ext. 240

Web: girlsinc-alameda.org | Twitter: @GirlsIncAC | Facebook: GirlsIncAC



Memo

Date: June 21, 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

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

Thank you,

Melissa Mendez Ochoa
Executive Director

