

Board Office Use: **Legislative File Info.**

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| Enactment Date | Jan 15, 2014 <i>al</i> |



Memo

To Board of Education
From Gary Yee, Ed.D., Acting Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement)

Subject Memorandum of Understanding - Sylvan Learning and Redwood Heights

Action Requested Approval of Memorandum of Understanding between Oakland Unified School and Sylvan Learning

Background
A one paragraph explanation of why the consultant's services are needed.

Services are being rendered to provide Response to Intervention for 20 Redwood Heights Elementary School students in math and/or reading. The goal of the intervention is to provide additional support in Mathematics instruction and Reading instruction for students who are in need, yet who are not being provided intervention during the school day. Sylvan will provide the teachers, instruction, materials, a parent information night, as well as conducting all outreach efforts to students selected by Redwood Heights administrators and teaching staff. Sylvan will provide in kind services such as a Transitions to Middle School Seminar and a Forgotten Math night to parents as well.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the District and Sylvan Learning in an amount not to exceed \$17,750.

- Students will take a pre and post test. The assessments (Pre and Post) would be administered on campus
- Sylvan staff will proctor and oversee the assessment process, score the assessments and provide detailed results
- Sylvan staff will use the assessments results, along with CST scores and school administered benchmarks to make recommendations for grouping the students
- We recommend a student to instructor ratio of 6/7 students to 1 teacher
- Sylvan will provide all curriculum, materials, and teachers for the program
- The program is based on a 30 hour module
- School would provide reasonable space for each group
- Sylvan would provide a parent information night
- It is recommended that students attend instruction in a Monday/Wednesday cohort and a Tuesday/Thursday cohort – 4 hours of intervention per week.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Sylvan Learning



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact

Funding resource name (please spell out): **Using donated funds** in an amount not to exceed \$17,750.

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications

AFTER SCHOOL PROGRAMS

(FOR SCHOOL BASED PROGRAMS NOT FUNDED BY ASES, 21st CCLC AND OFCY)

Memorandum of Understanding 2013 – 2014

Between

Oakland Unified School District and Sylvan Learning

This Agreement is entered into between Sylvan Learning
(CONTRACTOR) and the Oakland Unified School District (OUSD). The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit A** attached hereto and incorporated herein by reference.
- Terms:** The term of this MOU shall be July 1, 2013 to August 29, 2014 and may be extended by written agreement of both parties. CONTRACTOR shall commence work on October 14, 2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than June 15, 2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed seventeen thousand seven hundred and fifty Dollars (\$17,750.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* classroom space which shall not exceed a total cost of \$0.00.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either 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 Representative:

Name: Sara Stone
Site /Dept.: Redwood Heights
Address: 4401 39th Ave
Oakland, CA 94619
Phone: 531-6644

CONTRACTOR:

Name: Barbara Sabbadini
Title: Director of Contract Services
Address: 1345 Grand Ave.
Piedmont, CA 94610
Phone: 510-928-4646

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

6. Conduct of Consultant:

- Child Abuse and Neglect Reporting Act.** CONTRACTOR will 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.
- Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each CONTRACTOR agent working with students.
- Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or

agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement. CONTRACTOR shall not permit its employees or agents to come into contact with students until CDOJ and FBI clearance is ascertained.

7. **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 CONTRACTOR related persons, employee, representative or agent from OUSD school site and/or property, CONTRACTOR 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 CONTRACTOR related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the CONTRACTOR written, supporting rationale for the decision. The Executive Officer for the School Site, after conferring with Legal, shall decide, taking all the facts and circumstances into account, if CONTRACTOR may reassign an employee or agent to another OUSD site. Prior to the removal or change of any CONTRACTOR staff member who is a regular part of the after school program, CONTRACTOR 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.
8. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
9. **Drug-Free / Smoke Free Policy:** CONTRACTOR understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. CONTRACTOR agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
10. **Non-Discrimination:** Consistent with the policy of OUSD in connection with all work performed under Contracts, CONTRACTOR 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. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR agrees to comply with applicable Federal and California laws prohibiting discrimination against students.
11. **Indemnification:** CONTRACTOR shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, 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, CONTRACTOR 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. CONTRACTOR's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this MOU, CONTRACTOR 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.
12. **Insurance:** Throughout the life of the MOU, CONTRACTOR 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:
 - a. **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.
 - b. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.

- c. **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 CONTRACTOR. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.
- d. 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 CONTRACTOR's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to OUSD.

OR

CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

- 13. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 14. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 15. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 16. **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 CONTRACTOR 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/portal/public/SAM>
- 17. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 18. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 19. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors:** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
22. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
25. **Field Trip Policy: Field Trips, Off Site Events and Off Site Activities**
 - CONTRACTOR shall provide each Site Administrator with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if CONTRACTOR is providing summer services (**Exhibit C**)
 - CONTRACTOR hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
 - a. **Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - i. a full description of the trip and scheduled activities
 - ii. student/adult participant health information
 - iii. "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."
 - b. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
 - c. No student shall be prevented from making a trip due to lack of sufficient funds.

- d. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- e. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- f. **Supervision:**
 - i. CONTRACTOR Executive Director must review and approve supervision plan.
 - ii. Trip as structured is appropriate to age, grade level and course of study.
 - iii. Chaperones are all CONTRACTOR 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 early childhood education 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 CONTRACTOR executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
 - iv. 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.
 - v. 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.
 - vi. 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).
- g. **Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its 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 CONTRACTOR 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 after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must 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 and \$1,000,000 General Liability insurance; (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.
- h. CONTRACTOR 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.
- i. Vendor is licensed to provide all proposed activities.

- j. Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
- i. Parents/guardians must be informed that there is no District insurance for the trip;
 - ii. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.
- k. **Additional Requirements for High Risk, Overnight, Out of State Trips:**

i. Definition of High Risk Activities

Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during CONTRACTOR 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 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

The cost of insurance coverage for such activities shall be borne by the student and/or CONTRACTOR.

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.

- ii. 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.
- iii. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by CONTRACTOR.
- iv. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- v. Sleeping arrangements and night supervision are safe and appropriate
- vi. 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

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

- i. No swimming or wading shall be allowed on trips unless planned and approved in advance.
- ii. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.
- iii. Swimming Activities
 1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
 2. Swimming facilities, including backyard pools, must be inspected by the CONTRACTOR Executive Director and after school program staff before the trip is scheduled.
 3. Owners of private pools must provide a certificate of insurance, designating OUSD and CONTRACTOR as an additional insured, for not less than \$2,000,000 in liability coverage.
 4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the CONTRACTOR Executive Director shall ensure their presence. The CONTRACTOR 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.
 5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
 6. 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.
 7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
 8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
 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.
 10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.


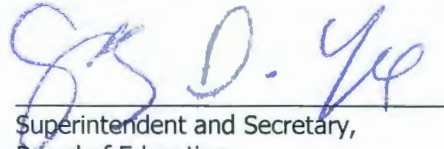
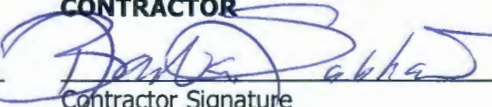
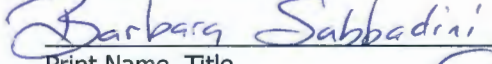
m. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities:

- i. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Risk Management Department an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit _D), 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
- ii. Should CONTRACTOR fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section _13i_ above, CONTRACTOR agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

26. Integration/Entire Agreement of Parties: This Agreement constitutes 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 both Parties.

- 27. **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.
- 28. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

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

| | | | |
|---|----------------------------------|---|-----------------------------|
| <p>OAKLAND UNIFIED SCHOOL DISTRICT</p> <p> _____ President, Board of Education</p> <p> _____ Superintendent and Secretary, Board of Education</p> | <p>Date: <u>Jan 16, 2014</u></p> | <p>CONTRACTOR</p> <p> _____ Contractor Signature</p> <p> _____ Print Name, Title</p> <p><u>Director of Contracts</u></p> | <p>Date: <u>9/10/13</u></p> |
| | <p>Date: <u>Jan 16, 2014</u></p> | | |

Attachments:

- **Exhibit A** Scope of Work
- **Exhibit B** Enrollment Packet, including Early Release Waiver
- **Exhibit C** List of Anticipated Field Trips, Off Site Events and Off Site Activities
- **Exhibit D** Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
- **Exhibit E** Staff Qualifications Form
- **Exhibit F** Fiscal Procedures and Policies

File ID Number: 132711
 Introduction Date: Jan 15, 2014
 Enactment Number: 14-0058
 Enactment Date: Jan 15, 2014
 By: CS

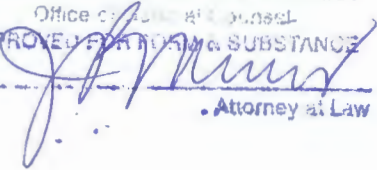
OAKLAND UNIFIED SCHOOL DISTRICT
 Office of Superintendent
 APPROVED FOR BOARD SUBSTANCE
 BY: 
 . Attorney at Law

EXHIBIT A SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Services are being rendered to provide Response to Intervention for 20 Redwood Heights Elementary School students in math and/or reading. The goal of the intervention is to provide additional support in Mathematics instruction and Reading instruction for students who are in need, yet who are not being provided intervention during the school day. Sylvan will provide the teachers, instruction, materials, a parent information night, as well as conducting all outreach efforts to students selected by Redwood Heights administrators and teaching staff. Sylvan will provide in kind services such as a Transitions to Middle School Seminar and a Forgotten Math night to parents as well.

- 2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

It is expected that after completing Sylvan intervention services students will:

Access grade level material more effectively as measured by their classroom teacher and improved grades

Improve on average by at least 15 raw scale points on the California Standards Test

It is expected that at least 35% + students will raise a proficiency band on the California Standards Test

It is expected that students will be more prepared to tackle grade level challenges.

It is expected the students will increase in their post assessment as measured by the GMADe and GRADE assessment.

- 3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

- 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Using donated funds

Exhibit B
OAKLAND UNIFIED SCHOOL DISTRICT

PARENT PERMISSION AND STUDENT INFORMATION – ELEMENTARY AND MIDDLE SCHOOLS

**I give my child permission to participate in the 2013-14 _____
After School Program.**

Name of School: _____

| | | |
|--|---------------------|------------------------|
| _____ Student's Name | _____ Grade | _____ Date of Birth |
| _____ Parent/Guardian Name (Please print) | _____ Signature | _____ Today's Date |
| _____ Home Address | _____ City | _____ Zip |
| _____ Home Phone | _____ Work Phone | _____ Cell Phone |

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name

Relationship

Phone: work/home/cell

Does your child have health coverage? Yes No

Name of Medical Insurance

Policy/ Insurance #

Primary Insured's Name

Medical History that may be of importance

Medication Student is taking

List any Allergies

Name of Child's Doctor

Telephone

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

Parent/Guardian Name

Signature

Date

RELEASE OF LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m. Students will not be released to go home from the After School Program until they are signed out by the parent/guardian or one of the individuals listed below:

 Parent/Guardian/Caretaker Signature _____ Date _____

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

 Name/Relationship _____ Phone Numbers: Home/Work/Cell _____

 Name/Relationship _____ Phone Numbers: Home/Work/Cell _____

REMEMBER: Please pick up your child on time. The program ends by 6:00 p.m. If students are not picked up by 6:00 p.m., After School Program staff are required by law to report to Child Protective or law enforcement. Three instances of tardiness in picking up your child will result in his/her dismissal from the program.

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

I give permission for the After School Program Staff to review my child's school data (test scores, report cards, attendance, and other performance indices), for the purpose of providing targeted support and academic instruction, and assessing the effectiveness of the After School Program. I also give permission for After School Program staff to monitor my child's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

Parent/Guardian Signature: _____ Date _____

PHOTO/VIDEO RELEASE

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

My child ____ may ____ may not be photographed/videotaped by the After School program for promotional purposes.

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

Parent/Guardian Signature: _____ Date _____

EARLY RELEASE WAIVER (OPTIONAL)- ELEMENTARY AND MIDDLE SCHOOL STUDENTS

- ❖ **Elementary School** students are expected to participate in the after school program **every day until 6pm, for a total of 15 hours per week.**
- ❖ **Middle School** students are expected to participate in the after school program **at least 3 days per week until 6pm, for a minimum total of 9 hours per week of participation.**

Students who are able to fulfill these attendance requirements have priority for enrollment.

Based on the OUSD Early Release Policy, families can request Early Release of their child from the after school program for any of the following reasons:

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

School Site: _____ Name of Program: _____

Name of Student: _____ Grade: _____

I request early release of my child from the After School Program at _____ o'clock p.m.

(please check reason)

- I am concerned for my child's safety in returning home by him/herself after dark.
- I am unavailable to pick my child up after this time.
- Other: _____

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage that my child may suffer as a result of his/her early release from the After School Program.

Parent/Guardian Signature: _____ Date _____

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

FOR STUDENTS AGES ____ AND OLDER ONLY

School Site: _____

Name of Student: _____ Grade: _____ Date of Birth of Student: _____

If I arrive later than the dismissal time or am unable to pick up my child at the end of the After School Program, I give the After School Program staff permission to release my child from the afterschool program without supervision.

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

Parent/Guardian Signature: _____ Date _____

Exhibit C

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

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

| Contact Information: | | | |
|------------------------|-----------------|----------------------|---------------------------|
| Site Name | Redwood Heights | Lead CONTRACTOR Name | |
| Name of Contact Person | Sara Stone | Email | Sara.Stone@wusd.k12-ca.us |
| Telephone | 510-531-6644 | Fax | 510-531-6616 |

Ca. US

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

- Fall Semester- August 26, 2013 to January 30, 2014
- Spring Semester- February 1, 2014 to June 12, 2014
- Summer Program (Specify dates: _____ to _____)

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

Site Coordinator Signature _____ Date _____

Lead CONTRACTOR Director Signature _____ Date _____

Site Administrator Signature Sara Stone Date 9/10/13

Exhibit D

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

Name of Custodial Parent or Guardian (if Participant is under 18): _____
(Print)

Signature: _____ Date: _____
Participant Signature (if over 18) or Custodial Parent or Guardian Signature

EBRPD Waiver - Swim Use
Rev. 3/09



Exhibit E
OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**Invoicing and Staff Qualifications Form
2013-14**

| Employee, Agent, or Subcontractor Name | ATI # | Current TB Clearance Documentation on File | IA Requirement Documentation on File |
|---|--------------|---|--|
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Search Results

Current Search Terms: sylvan* learning* center* 1345* Grand* avenue* piedmont*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2013-2014

Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List (<https://www.sam.gov/portal/public/SAM/>)
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

| | | | |
|---------------------|---|-------------------------|----------------------------|
| Agency Name | Sylvan Learning | Agency's Contact Person | Barbara Sabbadini |
| Street Address | 1345 Grand ave. | Title | Director of Contracts |
| City | Piedmont | Telephone | 510-928-4646 |
| State | CA | Zip Code | 94610 |
| OUUSD Vendor Number | I002461 | Email | educate@sylvanpiedmont.com |
| Attachments | <input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (https://www.sam.gov/portal/public/SAM/) | | |

Compensation and Terms – Must be within OUSD Billing Guidelines

| | | | | | |
|------------------------|------------------|--------------------|-------------------|---------------------------------|--------|
| Anticipated Start Date | October 14, 2013 | Date work will end | December 16, 2013 | Total Contract Amount Grant: \$ | 17,750 |
|------------------------|------------------|--------------------|-------------------|---------------------------------|--------|

Budget Information

| Resource # | Resource Name | Org Key # | Object Code | Amount | Req. # |
|------------|---------------|------------|-------------|--------------|----------|
| 0000 | Donated funds | 1481110109 | 5825 | \$ 17,750.00 | R0406589 |
| | | | 5825 | \$ | |
| | | | 5825 | \$ | |
| | | | 5825 | \$ | |


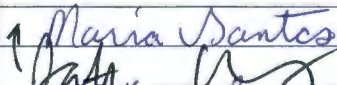
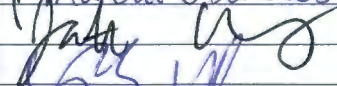
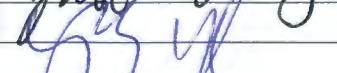
OUUSD Contract Originator Information

| | | | |
|----------------------|--------------|-------------------|----------------------------|
| Name of OUSD Contact | Sara Stone | Email | sara.stone @ousd.k12.ca.us |
| Telephone | 510-531-6644 | Fax | 510-531-6616 |
| Site/Dept. Name | | Enrollment Grades | K through 5 |

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/portal/public/SAM/>)

| Please sign under the appropriate column. | Approved | Denied – Reason | Date |
|---|---|-----------------|---------|
| 1. Site Administrator |  | | 9/10/13 |
| 2. Oakland After School Programs Office | | | |
| 3. Network or Executive Officer |  | | 12/3/13 |
| 4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup) |  | | 11/8/13 |
| 5. Board of Education or Superintendent |  | | |
| Procurement | | | |
| Date Received | | | |