

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

File ID Number	14-2275
Introduction Date	1-14-15
Enactment Number	15-0076
Enactment Date	1/14/15



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** The Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
(To be completed by  
Procurement) 1/14/15

**Subject** Memorandum of Understanding Amendment - 1  
Oakland Leaf Foundation, Oakland (contractor, City State)  
190/Think College Now (site/department)

**Action Requested** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Oakland Leaf Foundation. Services to be primarily provided to Think College Now for the period of July 1, 2014 through August 21, 2015.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

Oakland Leaf will provide additional services for an enrichment instructor for sports and recreation activities at Think College Now for 20 hours per week for 38 weeks.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Approval by the Board of Education of Amendment No. 1 of the Memorandum of Understanding between the District and Oakland Leaf Foundation, Oakland, CA, for the latter to provide additional enrichment services for sports and recreation for the After School Program at Think College Now for the period of July 1, 2014 through August 21, 2015, in the amount of \$9,100.00, increasing the MOU from \$80,435.00 to a not to exceed amount of \$89,535.00. All other terms and conditions of the MOU remain in full force and effect.

**Recommendation** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Oakland Leaf Foundation. Services to be primarily provided to Think College Now for the period of July 1, 2014 through August 21, 2015.

**Fiscal Impact** Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant not to exceed \$ 9,100.00

**Attachments**

- MOU Amendment
- Copy of original MOU

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

The Oakland Unified School District (OUSD) and Oakland Leaf Foundation (Agency) entered into a Memorandum of Understanding (MOU) on July 1, 2014. The parties agree to amend that Agreement as follows:

1. **Services:**  The Funding Source has changed.  The scope of work has changed.  Additional Scope of Work Attached  
**If scope of work changed:** Provide the revised scope of work including description of expected final results, such as services, materials, additional sites to receive services, additional duties, and/or reports; attach additional pages as necessary.

**Agency agrees to provide the following amended services:**

Amendment will provide an additional enrichment program instructor for sports and recreation activities for the after school program for 20 hours per week for 38 weeks.

2. **Terms (duration):**  The term of the MOU is unchanged.  The term of the MOU has changed.  
**If term is changed:** The term of the MOU is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

3. **Compensation:**  The compensation is unchanged.  The compensation has changed.  
**If the compensation is changed:** The MOU price is amended by:

- Increase of \$ 9,100.00 to original MOU amount – Funding Source: After School Education and Safety (ASES) Grant  
 Decrease of \$ \_\_\_\_\_ to original MOU amount– Funding Source: \_\_\_\_\_

The New Cumulative Amount of ISA(s) is not to exceed: Eighty Nine Thousand, Five Hundred Thirty Five dollars (\$ 89,535.00).

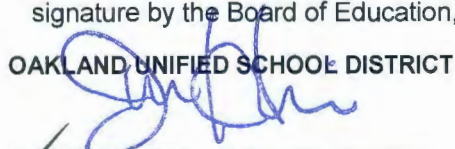
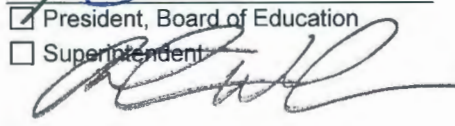
4. **Remaining Provisions:** All other provisions of the MOU, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**  There are no prior amendments to this MOU.  This MOU has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

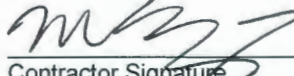
6. **Approval:** This MOU is not effective and no payment shall be made to Agency until it is approved. Approval requires signature by the Board of Education, and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

  
 President, Board of Education  
 Superintendent  
  
 Secretary, Board of Education

1/15/15  
Date  
  
1/15/15  
Date

AGENCY

  
 Contractor Signature  
Melissa J Mendez-Lachon, Operations Manager  
 Print Name, Title

11/18/2014  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/7/2014

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

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

<b>PRODUCER</b> Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710		<b>CONTACT NAME:</b> Tracy White <b>PHONE (A/C No. Ext):</b> (510) 548-8200 <b>FAX (A/C No.):</b> (510) 548-6145 <b>E-MAIL ADDRESS:</b> twhite@fidelityinsuranceservice.com																						
<b>INSURED</b> Oakland Leaf Foundation 7700 Edgewater Drive, #818 Oakland CA 94621		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>NIAC</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Employers Compensation Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NIAC		INSURER B:	Employers Compensation Ins. Co.		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES** CERTIFICATE NUMBER: CL1491705427 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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			201416332NPO	10/5/2014	10/5/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			201416332NPO	10/5/2014	10/5/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO	X					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
								\$
				\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			201416332UMBPO	10/5/2014	10/5/2015	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG20276201	10/30/2014	10/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named additional insured with respect to the insured's operations.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	<b>CANCELLATION</b>  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  Tracy White/TRW
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**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Oakland\* Leaf\* Foundation\***  
**Record Status: Active**

**No Search Results**

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-1686
Introduction Date	8/27/14
Enactment Number	14-1544
Enactment Date	8-27-14




**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, 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)* August 27, 2014

**Subject** Memorandum of Understanding - Oakland Leaf (contractor) - 190/Think College Now (site)

**Action Requested** Approval of a Memorandum of Understanding (MOU) between District and Oakland Leaf, for services to be provided primarily to 190/Think College Now.

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

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 through 8484.6.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Understanding between the District and Oakland Leaf, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Think College Now's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2014 through August 21, 2015, in the amount of \$80,435.00.

**Recommendation**

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Oakland Leaf for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Think College Now for the period July 1, 2014 through August 21, 2015.

**Fiscal Impact**

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$80,435.00.

**Attachments**

- Memorandum of Understanding
- Certificate of Insurance
- Program Plan and Budget
- Statement of qualifications

**Memorandum of Understanding 2014-2015  
Between Oakland Unified School District and  
Oakland Leaf**

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1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Oakland Leaf ("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 190/Think College Now under the following grants:
- After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21<sup>st</sup> CCLC funds.
  - Private grants
2. **Term of MOU.** The term of this MOU shall be July 1, 2014 to August 21, 2015 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASESP and 21<sup>st</sup> CCLC grant award amount for 190/Think College Now is \$80,435.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, 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.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21<sup>st</sup> CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), 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 \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21<sup>st</sup> CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2014-2015")
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21<sup>st</sup> CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21<sup>st</sup> 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 ASEP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21<sup>st</sup> CCLC programs.
- 4.5. **Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2014-2015 and will not exceed \$80,435.00 in accordance with Exhibit B. **Exhibit B** ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2014-2015").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. **Program Fees.** The intent of the ASEP and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. **Scope of Work.** AGENCY will serve as lead agency at 190/Think College Now, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2014-2015. This shall include the following required activities:

5.1. **Student Outcomes.** AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.

5.1.1. **Alignment with Community School Strategic Site Plan (CSSSP).** AGENCY will ensure the after school program aligns with OUSD and 190/Think College Now and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASEP and 21<sup>st</sup> CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.3. **Enrollment.** AGENCY will enroll K through 5th grade students at 190/Think College Now, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. **Program Requirements**

5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2014 - 2015 school year. AGENCY will close the ASEP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2014-2015 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21st CCLC grants for students at 190/Think College Now. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **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.
- **Family Literacy Services.** In all programs receiving 21<sup>st</sup> CCLC grant funds, 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.
- **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.

5.4.3.1. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:

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

5.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;

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

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

5.4.3.1.5. Provide annual training to AGENCY.

5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:

5.4.3.2.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;

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

5.4.3.2.3. Ensure meal count is accurate;

5.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;

5.4.3.2.5. Return leftovers to cafeteria;

5.4.3.2.6. Ensure that only students are served and receive food from the program;

5.4.3.2.7. Ensure that meals are not removed from campus

5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination

5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.

5.4.3.3.1. MPW not completed and submitted by the next business day;

5.4.3.3.2. Snacks are ordered and not picked up

5.4.3.4. In addition to any applicable liability associated with audit findings, AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.

5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.

5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:

5.5.1. **Accountability Reports.** Providing OUSD with the following set of program accountability reports:

- Financial reports
- Activity reports
- Outcomes reports: behavioral and academic

5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.

5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. **(Exhibit C)** AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

5.7. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

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

- Administration, faculty, and staff of 190/Think College Now
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (**Exhibit D**)
- AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

6.1.3. **"Notice of Waiver of All Claims:** Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

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

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

6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

**6.6. Supervision**

6.6.1. AGENCY Executive Director must review and approve supervision plan.

- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required 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 AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **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 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 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.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

6.9. Vendor is licensed to provide all proposed activities.

6.10. 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.

6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;

6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

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

**6.11.1. Definition of High Risk Activities**

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

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- Other activities determined by the school principal to have a high risk to student safety

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

6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies,

regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.

6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.

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

6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

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

6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

### 6.12.3. **Swimming Activities**

6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.

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

6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

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

6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

**7. Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2014-2015. 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. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

**7.2. Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

**8. Invoicing**

**8.1. Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

**8.2. Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.

**8.3. Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.

**8.4. Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30

of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**

8.5. **Submission of Invoices for ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2014-2015 not to exceed \$80,435.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form **(Exhibit F)**. OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## 10. Changes

10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2014-2015 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

11.1. **Child Abuse and Neglect Reporting Act.** AGENCY 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.

11.2. **Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will



provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:

- 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
- 11.2.2. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
- 11.2.3. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. **Non-Discrimination.** 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 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).

12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.
13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "AVII" in Best Insurance Rating Guide, the following policies of insurance:
- 13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.
- The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. **Exhibit H** ("Certificates of Insurance").
14. **Litigation.** [This section is intentionally deleted by the parties].
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
16. **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.
17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

- President, Board of Education
- State Administrator
- Superintendent

8-28-14  
Date

Secretary  
Board of Education

8-28-14  
Date

Associate Superintendent  
Family, School, and Community Partnerships Dept.

Date

Principal

6/18/14  
Date

Regional Executive Officer

7/16/14  
Date

MOU template approved by Legal May, 2014

File ID Number: 14-1686  
Introduction Date: 8-27-14  
Enactment Number: 14-1544  
Enactment Date: 8-27-14  
Bv: .

**AGENCY**

[Signature] 6/18/14  
Agency Director Signature Date

Christine Atkins-Books, Executive Director  
Print Name, Title

**Attachments:**

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

Exhibit A

Attendance Reporting Schedule

<b>Oakland Unified School District                      After School Programs                      Attendance Reporting Schedule</b>	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into Cityspan</b>
July 1 – July 31, 2014	August 10, 2014
August 1 - August 30, 2014	September 10, 2014
September 1-30, 2014	October 10, 2014
October 1-30, 2014	November 10, 2014
November 1-30, 2014	December 10, 2014
December 1-31, 2014	January 10, 2015
January 1-31, 2015	February 10, 2015
February 1-28, 2015	March 10, 2015
March 1-31, 2015	April 10, 2015
April 1-30, 2015	May 10, 2015
May 1-31, 2015	June 10, 2015
June 1-30, 2015	July 10, 2015

Exhibit B

ASES and 21<sup>st</sup> CCLC After School Program Plan  
and After School Budget Planning Spreadsheet

*(Template distributed separately)*

**INSERT HERE**

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

ELEMENTARY & MIDDLE SCHOOLS 02 2014

		ASES		OFCY Match	Program Fees (if applicable)	Other Lead Agency Funds
Site Name:	Think College Now	Resource 6010, Program 1553		Lead Agency	Lead Agency	Lead Agency
Site #:	190	OUUSD	Lead Agency	Lead Agency	Lead Agency	Lead Agency
Average # of students to be served daily (ADA):	84	%				
<b>TOTAL GRANT AWARD</b>		\$112,500	\$67,000	\$0	\$39,274	
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES</b>						
	OUUSD Indirect (5%)	\$5,357				
	OUUSD ASPO admin, evaluation, and training/technical assistance costs	\$7,009				
	Custodial Staffing and Supplies at 3.17409359427633%	\$3,178				
<b>TOTAL SITE ALLOCATION</b>		\$96,955				
<b>CERTIFICATED PERSONNEL</b>						
1120	Quality Support Coach/Academic Liaison REQUIRED	\$2,500			\$0	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention or Common Core academic enrichment	\$0			\$0	
	Certificated Teacher Extended Contracts- ELL supports				\$0	
	Total certificated	\$2,500			\$0	
<b>CLASSIFIED PERSONNEL</b>						
2205	Site Coordinator (list here, if district employee)	\$0	\$0		\$0	\$0
2220	SSO (optional)	\$3,600			\$0	
	Total classified	\$3,600	\$0		\$0	\$0
<b>BENEFITS</b>						
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24%)	\$600				
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 20%)	\$720				
3000's	Employee Benefits for Salaried Employees (benefits at 40%)	\$0				
3000's	Lead Agency benefits (rate: 25%)		\$0			
	Total benefits	\$1,320	\$0		\$0	\$0
<b>BOOKS AND SUPPLIES</b>						
4310	Supplies (OUUSD only, except for Summer Supplemental)	\$0			\$0	\$0
4310	Curriculum (OUUSD only)	\$0			\$0	\$0
5829	Field Trips	\$0			\$0	\$0
4420	Equipment (OUUSD only)	\$0			\$0	\$0
	Building Intentional Communities curriculum					
	Bus tickets for students					
	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)		\$500			
	Science Learning Community curriculum and materials (required for 21st Century sites)					
	Total books and supplies	\$0	\$500	\$0	\$0	\$0
<b>CONTRACTED SERVICES</b>						
5825	0.5 FTE Site Coordinator (0.5FTE * \$21.63/hr * 40 hrs/wk * 52wks + \$3,263 (benefits) + \$3,600 (16%taxes))	\$0	\$24,469	\$4,894		
5825	3 - 0.44 FTE Program Instructors (3 staff * \$17.00 * 20.75 hr/wk * 38 wks) + \$6,446 (16% taxes))	\$0	\$46,736	\$0		
5825	0.5 FTE Program Assistant (0.5 * \$12/hr * 40 hrs * 38 wks + \$2,989 (benefits) + \$1,800 (16% taxes))		\$0	\$16,039		
5825	Girls Inc. (5 staff * 5 days/wk * 38 wks)		\$5,718	\$15,782		
5825	Superstars Literacy ( 2 staff * 5 days/wk * 38 wks)			\$19,350		
5825	Oakland Youth Chorus (1 staff * 1.5 hrs/wk * 36 wks)					\$1,456
5825	Playworks (1 staff * \$18.06/hr * 14 hrs/wk * 34 wks)	\$9,100				

2014-15 Elementary/Middle School After School Program Budget

ELEMENTARY & MIDDLE SCHOOLS 02.2014

Site Name: Think College Now		ASES		OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #: 190		Resource 6010, Program 1553		Lead Agency	Lead Agency	Lead Agency	Lead Agency
Average # of students to be served daily (ADA): 84		%	OUSS	Lead Agency	Lead Agency	Lead Agency	Lead Agency
5825	0.06 FTE Executive Director (0.06 FTE * \$43.27/hr * 40 hrs/wk * 52 wks + \$613 (benefits) + \$839 (16% taxes))			\$0			\$6,698
5825	0.12 FTE Program Director (0.12 * \$28.44/hr * 40 hrs/wk * 52 wks + \$751 (benefits) + \$1,012 (16% taxes))		\$0	0	\$4,335	\$0	\$3,753
5825	0.036 FTE Operations Manager (0.036 * \$24.04/hr * 40 hrs/wk * 52 wks + \$206 (benefits) + \$276 (16% taxes))						\$2,207
5825	0.06 Admin Assistant (0.06 * \$14 /hr * 28 hr/wk * 52) + \$188 (16% taxes))			\$0			\$1,361
5825	0.06 Development Director (0.06 * \$29.7 /hr * 40 hr/wk * 52wks) + \$344 (benefits) + \$569 (16% taxes))						\$4,466
5825	0.06 Development Assistant (0.06 * \$16.35 /hr * 40 hr/wk * 52wks) + \$344 (benefits) + \$312 (16% taxes))						\$2,611
5825	Outreach and Marketing		\$0				\$5,836
5825	Additional Indirect Service						\$10,886
5825							
Total services			\$9,100	\$76,923	\$60,400	\$0	\$39,274
<b>IN-KIND DIRECT SERVICES</b>							
						\$0	\$0
						\$0	
Total value of in-kind direct services						\$0	\$0
<b>LEAD AGENCY ADMINISTRATIVE COSTS</b>							
	Lead Agency admin (4% max of total contracted \$)			\$3,012.42	\$6,600		\$0
<b>SUBTOTALS</b>							
	Subtotals DIRECT SERVICE	88	\$18,202	\$77,423	\$60,400	\$0	\$39,274
	Subtotals Admin/Indirect		\$13,863	\$3,012	\$6,600	\$0	\$0
<b>TOTALS</b>							
	Total budgeted per column		\$32,065	\$80,435	\$67,000	\$0	\$39,274
	Total BUDGETED	100	\$112,500	\$67,000	\$0	\$0	\$39,274
	BALANCE remaining to allocate		\$0	\$0			\$0
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,600	\$67,000			\$39,274

**ASES MATCH REQUIREMENT:**

ASES requires a 3:1 match for every grant award dollar awarded.

Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	39,274
Total Match amount left to meet:	-11,149

**Required Signatures for Budget Approval:**

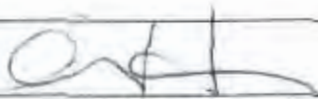

Principal:	
Lead Agency:	

**OUSD After School Programs**

*funded by After School Education and Safety (ASES) and 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) Grants*

**ASES and 21<sup>st</sup> CCLC After School Program Plan  
Elementary & Middle Schools  
2014 – 2015**

**SECTION 1: School Site Information**

School Site: Think College Now	Lead Agency: Oakland Leaf Foundation
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Johanna Masis	Date: 04/25/14

- X Balanced Literacy and Literacy Across the Curriculum
- X Science, Technology, Engineering, and Mathematics (STEM)
  - Transitions and Pathways Pre-K to 12
  - College, Career and Workforce
  - Accelerating Students through Targeted Approaches
  - Extended Learning Time
- X School Culture (including Meaningful Student Engagement)
- X Health and Wellness
- X Interrupting Chronic Absence (Attendance)
- X Building Capacity and Leadership
- X Family and Student Engagement
- Strategic Operational Practices

State 3 – 4 primary goals of the After School Program and intended impacts for participating students.



1. 85% – 95% of students attending the TCN after-school program will receive academic support through Scholars in Training.
2. 90% of all 5<sup>th</sup> grade students attending TCN after-school program will receive support to facilitate their transition to 6<sup>th</sup> grade.
3. 75% - 80% of students attending the TCN after-school program will build resiliency through participation in an inclusive and caring community that develops life-skills and leadership.
4. 75% of TCN after school program students will display and/or demonstrate project results from their enrichment program that they will present to the community at a culminating event.

**SECTION 3: OUSD Strategic Questions**

Complete the matrix for *at least two* of the following four OUSD Strategic questions.

<b>Strategic Questions/Desired Outcomes</b>  <i>As a result of our ASP efforts...</i>	<b>Strategic Activities</b>  <i>What after school strategic activities will support the desired outcomes?</i>	<b>Outcomes of Strategic Activities</b>  <i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<b>Data used to assess the strategic activities</b>  <i>What data will be collected to measure these outcomes?</i>
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?			
<b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?	<p><b><u>ENRICHMENT OPPORTUNITIES</u></b>                      Students (with the guidance of their parents/guardians) can choose to participate in many enrichment classes. Enrichment opportunities include engaging classes in visual/performing arts, sports/recreation, and leadership and empowerment.</p>	<p>5% of the after school students', attendance will increase due to their participation in the after school program. Roughly 10 students will increase their attendance to 95% or more.</p> <p>-Recruitment and referrals to the after school program will depend upon staff recommendation for students due to academic or social development. Included in the</p>	<p>Our after-school program will be in communication with the regular school day to support any students who may be in danger of being truant.</p>

	<p><b><u>ACADEMIC Intervention and Support</u></b>  Each student enrolled receives academic support. Our Academic mentors not only provide students with homework assistance but also prepare students for thinking about college and beyond while also focusing on life skills.</p>	<p>criteria for student referrals is student's truancy rate.  -Academic Liaison and school administration will inform the after school program director and administration when students are struggling with their attendance.</p>	
<p><b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?</p>			
<p><b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?</p>	<p><b>Mind</b>  We build self-confidence in individuals, provide students and families with the tools to better manage their stress, and utilize practices that promote peace-full individuals and communities. We utilize educational techniques aimed at restoration. We work to repair harm caused by the violence our students, families, and staff face in their daily lives.</p> <p><b>Body</b>  Our after-school programs, family resource center and</p>	<p>All students will have access to additional caring adults with whom they will develop meaningful and appropriate relationships</p> <p>All students will have the opportunity to engage in physical activities in the after-school program.</p> <p>All students will have the opportunity to participate in art activities that are culturally relevant.</p>	<p>Schedule of classes, and OUSD and OFCY survey.</p> <p>We are working on establishing an internal survey to measure more specific metrics.</p>

	<p>community gardens foster environmental awareness and stewardship, nutrition, fitness, food justice, and indigenous land cultivation practices. We offer hands-on cooking and nutrition classes and our community gardens provide access to fresh, locally grown produce.</p> <p><b>Spirit</b> We reclaim ritual, ceremonies, and celebrations practiced by people of the first nations and encourage youth and family re-connection to the land.</p>		
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**SECTION 4: Program Model and Lead Agency Selection**

For 2014-2015, my site will operate the following program model:

- Traditional After School:** *voluntary program open to all students, with enrollment priorities targeting certain students*
- Extended School Day:** *additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school*
- Blended/Hybrid:** *combination of some extended day and some traditional after school programming*

**Description and Rationale for Selection of Lead Agency**

Oakland Leaf cultivates community transformation through creative education. Leaf programs place a premium on values and high expectations for young people. Leaf's programmatic goal is to cultivate a generation of youth leaders who, through participation in our programs as students, artists, athletes, evaluators and, eventually, educators and community change-makers, will develop the necessary skills and perspectives to take ownership of, and leadership for their community. In regards to Oakland Leaf's after-school services, standards of excellence and achievement are applied to Academic offerings and Enrichment offerings. Oakland Leaf is committed to the students' academic achievement and success, along with broader youth development goals.

Our programs derive their strength and beauty from the interweaving of five initiatives: Literacy, Health and Wellness, Empowerment and Leadership and STEM (Science, Technology, Engineering, Math). Oakland Leaf programs include: Oakland Peace Camp, a summer program serving 90 youth annually; six comprehensive after-school programs ASCEND Sunset Warriors, Think College Now, International Community School, EnCompass Academy, Bret Harte Middle School, and Learning Without Limits Full Circle; Youth Roots, a year-round leadership and action program for 25-30 high school youth; and the All-Oakland Talent Show, an annual youth performance exhibition/fundraiser, and Love Cultivating School Yards, providing a gardening apprenticeship program for high school students.

Our big project last year was developing a logic model that outlines Oakland Leaf's primary goals for the next two years along with activities as to how we will measure impact, progress and success as we achieve them. Our five goals are a result of our Board and Leadership Team's SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis of Oakland Leaf and Data Based Inquiry (DBI) work where we examined a range of data relating to problems and challenges facing Oakland and Oakland Leaf. We're already well on our way to accomplishing many of the goals that we outlined in our logic model. The two logic model programmatic goals are:

1. Leaf Cypher Program Goal & Evaluation - Students and families will feel a sense of belonging through developing a sense of community. Oakland Leaf programs will hold weekly restorative circles called Leaf Cyphers. Leaf Cyphers will develop dialog, inquiry, empathy, community, and critical thinking skills. Students will learn to identify plans to address community issues. Our staff will become industry leaders and experts in facilitating community circles.
2. Literacy Program Goal & Evaluation - Oakland Leaf will augment its programs by increasing student literacy. Staff will learn and facilitate research-driven best practices to develop literate, proficient and successful students. Our staff will become industry leaders and experts in facilitating English Language Development best practices.

Oakland Leaf has over a ten year history of providing high quality programs and sound management. The work that we have done to strengthen our infrastructure has allowed us to expand and reach many more youth and families despite government funding cuts. Oakland Leaf has grown from reaching 850 students and families in 2011 to 1,200 students and families in 2013.

#### **SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE**

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm *on every regular school day* for elementary and middle schools. (EC 8483)

High school programs are required to operate a minimum of 15 hours per week.

Required # of Program Days your program will operate during School Year 2014-2015:

**180 days required\***

Projected Daily Attendance during School Year 2014-2015:	84
<b>Program Schedule</b> Submit program schedule as an attachment, using the standard program schedule template.	

*\* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates.*

## SECTION 6: Academics

Your site should plan to offer a range of academic supports including:

1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring

*Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring.*

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	K- 2 <sup>nd</sup>	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	To move students to/keep at proficient while still having all students either move up and not move down. For math, we need to move students to/keep students at proficient	By the end of the year 60% of students will be proficient in ELA and 70% of students will be proficient in Math .	K-3 <sup>rd</sup> Girls: GIRLStart K-2 <sup>nd</sup> Boys: Super Stars	<ul style="list-style-type: none"> <li>Centers</li> <li>Differentiated instruction</li> </ul>
2	2 <sup>nd</sup> / 3 <sup>rd</sup>	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	To Increase learning opportunities and academic rigor	<i>75% of students participating in Scholars in Training will improve their understanding of their homework.</i>	Scholars in Training (SIT) – dedicated time to provide with homework assistance, basic skill development and support.	<ul style="list-style-type: none"> <li>Provide ELL and Math Support</li> </ul>
3	4 <sup>th</sup> -5 <sup>th</sup> Girls	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building	To Increase learning opportunities and	By the end of the year 65% of girls students will be	WOW (Watch Out World) Girls, Inc.	Game theory, Computer Science, Astronomy,

		<input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	academic rigor in a critical period for girls. This is the age they often lose focus on Math and Science	proficient in ELA and Math.		Engineering, Chemistry, Ecology. Homework Support
4	4 <sup>th</sup> – 5 <sup>th</sup> Boys	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	To Increase learning opportunities and academic rigor	<i>75% of students participating in Scholars in Training will improve their understanding of their homework.</i>	Scholars in Training (SIT) – dedicated time to provide with homework assistance, basic skill development and support.	<ul style="list-style-type: none"> <li>• Provide ELL and Math Support</li> </ul>
5		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other				

### SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Sports and Recreation	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified	There is a need for recreational activity. This is a time for students to have a	Students in the Scholars in Training and Super Stars Literacy	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify)	Students will participate in at least 30min of physical activity

	<input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	set time to be active.	<p>programs will have structured recreation activities during "Moviemiento"</p> <p>Playworks will also be serving our 3<sup>rd</sup> – 5<sup>th</sup> grade students for structured recess to support social emotional learning.</p>	<input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<p>daily.</p> <p>50 % of students participating in these classes will be able to demonstrate sports skills while gaining coordination and balance skills.</p>
Chorus	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Think College Now seeks to prepare students for future educational pursuits and college by providing a balanced education that includes enrichment options. The ASP chorus classes provide new enrichment opportunities that are not offered during the school day.	Foster students' interest in music and singing by partnering with Oakland Youth Chorus.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify): Art	<p>70% of students will feel greater self-confidence in the classroom</p> <p>60% of students will grow an appreciation for music.</p>
Visual Art	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent	A multicultural curriculum infused and integrated with the arts	These classes will develop student's artistic skills focusing on creating art by	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness	50% of students participating in these classes will increase their ability to create 3



	Identified <input type="checkbox"/> Other (specify)		reusing and recycling.	<input checked="" type="checkbox"/> Other (specify): Art	art based projects.
Gardening and Nutrition	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified ý Other (specify)	Developing leaders and mentors who create a more compassionate, equitable, and just society.	These classes are targeted for 2 <sup>nd</sup> -5 <sup>th</sup> grade students.  Students will explore introductory urban ecology and learn basic culinary skills through a project-based learning approach.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. ý Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	50% of students participating in these classes will increase their knowledge of plants and healthy eating habits.

**SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY**

After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 21<sup>st</sup> Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development. For 21<sup>st</sup> Century grantees who receive Family Literacy funding: *The activities listed below must align to your 21<sup>st</sup> Century Family Literacy budget plan.*

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
<b>2 In La'Kech Expos</b>	Active parent and community involvement directly correlates to student achievement.	In the winter and the spring, the ASP will showcase student work.	75% of students attending the after-school will participate in ASP classes that will result in a final project that will be presented to their families and the school	TCN ASP participates in the school's mission to engage families in the projects that are being created by the students

			community.	
<b>My Community Showcase</b>	Active parent and community involvement directly correlates to student achievement.	During March, the ASP will showcase the student work created during the Oakland Leaf Thematic Unit "My Community"	75% of students attending the after-school will participate in ASP classes that will result in "My Community" project that will be presented to other ASP participants.	TCN ASP participates in the school's mission to engage families in the projects that are being created by the students

**SECTION 9: Chronic Absence Action Plan**

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

*In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like celebrating good attendance, informing parents about the importance of attendance, uncovering what challenges students/families are facing that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and coming.*

Below are several key strategies that after school programs can implement in partnership with the school day, in order to promote positive attendance, and support students and families who are struggling with attendance. Select **at least two** of the following strategies below, and identify specific action steps that your program will implement for each strategy.

<b>Strategies to Support Attendance</b>	<b>Action Steps</b>
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Work with the day program/admin/principal to identify candidates for afterschool program with chronic school absentee history
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Each instructor monitors attendance and instructors notify program leadership when there are attendance issues in the ASP.

	Phone calls are made and families are informed of the importance of school attendances
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Each instructor monitors attendance and instructors notify program leadership when there are attendance issues in the ASP. Phone calls are made and families are informed of the importance of school attendances
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Recognizing students publically bi-annually for sustaining high attendance in the after-school program.

**SECTION 10: Transforming School Culture and Climate**

a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?

- PBIS (Positive Behavioral Interventions and Support)
- Restorative Justice
- Social and Emotional Learning
- Bullying Prevention
- Other: (please specify) \_\_\_\_\_

b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate? (ie. shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)

ASP Site Coordinator will meet monthly with the Principal for planning, coaching and to receive feedback.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic

success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

Provide inclusive and equitable programming for all students. Exclusively hire and maintain staff who are culturally competent, staff that employ positive and reflection-based behavioral management strategies and staff that can effectively facilitate and design culturally relevant lessons.

Leaf Cyphers will develop a safe space for students to address personal or community issues. Our staff will become industry leaders and experts in facilitating community circles

**SECTION 11: Coordination with Other Service Providers**

In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.

<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> COST team (Coordination of Services Team)</li> <li><input type="checkbox"/> SST (Student Study Team)</li> <li><input checked="" type="checkbox"/> SSC (School Site Council)</li> <li><input type="checkbox"/> ELT (Educational Leadership Team)</li> <li><input type="checkbox"/> PTA</li> <li><input type="checkbox"/> Attendance Team/Workgroup</li> <li><input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team</li> <li><input type="checkbox"/> School Culture/Climate Committee</li> <li><input type="checkbox"/> Other (specify)</li> </ul>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Girls Inc, Superstars, Oakland Youth Chorus, Playworks,</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	<p>Girls Inc, Playworks, Super Stars Liteacy and Oakland Youth Chorus.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent</p>	<p><b>Family Resource Center, School Nurse</b></p>

liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	
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### 2014-15 After School Enrollment Policy for Think College Now School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21<sup>st</sup> Century After School Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community through the following methods:

- Enrollment policy will be included in After School Enrollment Packet and program materials.
- Enrollment policy will be discussed at after school parent orientation/meetings.
- Enrollment policy will be shared with school faculty.

**Target Population:** (Describe targeted student populations in order of priority. Specify data that will inform student selection.)

Low achieving/reading K/1/2 Boys and Girls	Teacher referral Principal referral	
3/4/5 Boys and Girls who are experiencing academic difficulties and/or need social-emotional support	Teacher referral Principal referral Returning ASP Students	
4/5 Girls who need social-emotional support	Teacher referral Principal referral Counselor referral	
Siblings	School enrollment data	

**Grade levels prioritized for programming:** Kindergarten through 5<sup>th</sup> grade students

*Note: The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)*

**Additional Notes:**

- Successful after school programs are heterogeneous and include several target populations.

- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close the achievement gap by serving a variety of students with academic and other needs.
- In alignment with OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 – 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)
- Program must enroll adequate numbers of students to meet CDE attendance targets.

**Enrollment Process and Timeline:** (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2014. Indicate how families will be notified of 2014-15 enrollment before the last day of school, June 12, 2014.)

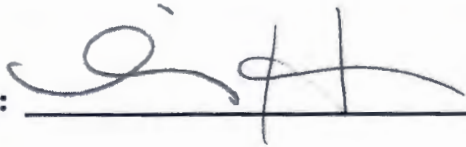
<b>April</b>	Notify all TCN students about the 14-15 registration through the TCN Home/School folder announcements (include description of options, registration packet, and due date)	Site Coordinator
<b>May</b>	After School Site Coordinator as well as the Principal meet in Spring to identify 50-70% of participants for next school year, based on enrollment policy and student data (leaving at least 25% of slots for incoming students who meet enrollment priorities.) A target attendance level for the first day of school is determined.	After school Site Coordinator and Principal
<b>May/June</b>	After school Site Coordinator, in collaboration with school staff, conduct Spring recruitment and enrollment of priority students identified; families are notified about next year's program participation by last day of school. A target attendance level for the first day of school.	Site Coordinator & teachers with support from administration
<b>June</b>	Collect Registration form from Home-school folder and in the office	Site Coordinator
<b>June</b>	Enter student preferences in spreadsheet	Site Coordinator
<b>July</b>	Enroll students based on priority and then lottery	Site Coordinator
<b>August</b>	Inform families about their placement in the program. Give letters and ask them to confirm	Site Coordinator

	their registration.	
<b>August/September</b>	After School Site Coordinator and the Principal identify students to fill remaining slots based on enrollment policy and new data (i.e. test scores released in summer).	After school Site Coordinator and Principal

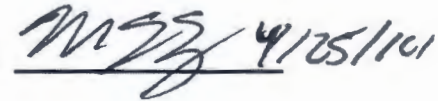
**Important dates to include in your timeline:**

- May– June: Spring enrollment for 2014-15 programs.
- Families will be notified of 2014-15 after school enrollment before the last day of school, June 12, 2014.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2014.
- All programs must maintain waitlists after program slots are filled.

Principal Signature: \_\_\_\_\_



Lead Agency Signature: \_\_\_\_\_





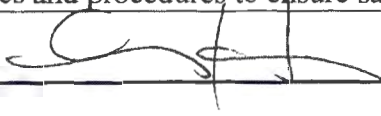
### 2014-15 Assurances for Grant Compliance and After School Alignment with School Day

Principal and Lead Agency representative will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Quality Support Coach/Academic Liaison Role Description.

Principal initials	Lead Agency initials	2014 – 15 Assurances for Grant Compliance and After School Alignment with School Day
A	MMO	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
A	MMO	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
A	MMO	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
A	MMO	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
A	MMO	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Quality Support Coach and to fulfill all responsibilities outlined in the role description.
A	MMO	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
A	MMO	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or CSSSP teams to ensure coordination of services.
A	MMO	Site will coordinate the use of facilities and site level resources in support of program goals.
A	MMO	Site will provide Site Coordinator with office space that includes access to internet and phone.
A	MMO	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate

		policies and procedures to ensure safety during the after school hours.
--	--	---

Principal Signature:



Lead Agency Signature:



### Quality Support Coach (formerly called "Academic Liaison")

After school research clearly shows that high quality programs result in increased youth outcomes. The higher the program quality, the more youth outcomes are achieved. The Quality Support Coach is a required position and plays a critical role in supporting after school program quality through the following high leverage staff capacity-building activities:

- Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- Support the after school program's *Assess – Plan – Improve* program quality improvement cycle by helping after school programs gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement plans.
- Bridge the after school program with school day goals, priorities, curriculum, pedagogy, and data.
- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards

The Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Quality Support Coach role from the OUSD After School Programs Office. The After School Programs Office will provide specific deliverables aligned with the key job duties listed above. The required budget allocation for this position is \$2,500 for the year, equivalent to 83 hrs/year at a Paid-In-Service contract rate of \$30.12/hour.

a) Please identify who will fulfill the Quality Support Coach role for 2014-15:

- A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- A qualified professional who is part of the school staff
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
- Other individual (please specify in detail): \_\_\_\_\_

If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school:

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Quality Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Quality Support Coach.

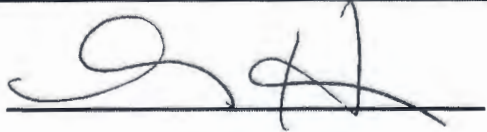
Yes  No

**Teachers on Extended Contract for Direct Service**

In addition to a Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

**Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract. Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$23.16/hr (per OEA contract). After school grant funds can be utilized for this direct service work. The Quality Support Coach cannot provide direct service to students. The Quality Support Coach is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.**

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract

Principal Signature: 

Lead Agency Signature: 

### After School Safety and Emergency Planning for 2014-15

A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.

Yes    No

If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

During orientation staff are trained in safety procedures and participate in drills throughout out the year.

C) Principal and Site Coordinator have reviewed the *OUSD After School Emergency/Crisis 1st Level Response Notification Protocol*.

Yes    No

#### Facility Keys

Will the After School Program have access to facility keys for all areas where after school programming occurs?

Yes    No

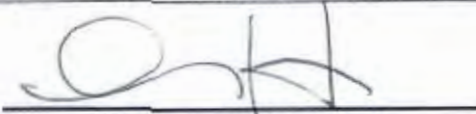
If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

Site has a school day SSO who can accommodate after school related work as part of their regular salary.

Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.

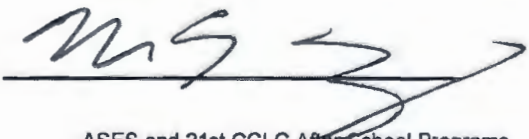
Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature: \_\_\_\_\_



Lead Agency Signature: \_\_\_\_\_

Professional Development and Staff Wellness



a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:

First day back from Winter Break – ASP Recharge  
 March 27<sup>th</sup> – All Oakland Leaf Professional Development Workshop

b) What professional development, coaching, and training supports will be provided by the lead agency partner?  
 Direct service staff will participate in bi-weekly coaching/PD meetings, work plan sessions, multiple observation/debrief/coaching opportunities.

Site Coordinator will be provide with the same, but will participate in monthly Site Coordinator and organizational Leadership Team meetings

Oakland Leaf will host monthly PDs for direct service staff to learn about classroom management, behavioral management, curriculum development, Common Core Standards, etc.

c) What professional development opportunities will be provided by the school site?

The Academic Liaison can provide PDs on how to best support ELL and SEL students and other relevant matter.

d) ASPO professional development will consist of the mandatory August Institute (week of Aug. 4-8), mandatory monthly site coordinator meetings (2 hrs/month), Youth Work Methods trainings (4 hours in October during non-student day), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year).  Yes  No

**Staff Wellness**

e) Please describe ways your program will work to support staff wellness over the course of the year:

- Encourage healthy eating habits
- Cultivate a culture of mindful meditation during staff meetings
- Conduct annual site-based recharge meetings
- Set yearly personal IDP wellness goals which will reviewed and revised as needed
- Team-building and Exercise activities incorporated in regular staff meetings
- Health/Wellness resources regularly provided
- Time allocated to complete reports/assignments during staff meetings and prep time
- Provide healthy refreshment supplies and emergency personal care items for staff
- Monitor/ensure staff are taking required breaks
- Provide well-tempered spaces for class instruction
- Staff Participation in OUSD Wellness Activities/Programs

Principal Signature: 

Lead Agency Signature: 

Addendum for 21<sup>st</sup> Century Community Learning Center Grantees Only



**21<sup>st</sup> Century Supplemental Programming during 2014-15 School Year**

Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2014-15 school year. Your supplemental program plans must match your proposed supplemental program budget.  
(Please do NOT include summer program plans here; there will be a separate summer planning template.)

Number of supplemental program days you plan to offer during the 2014-15 school year:

Dates of Service:

Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)

Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.)





**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. Please note: Three instances of tardiness in picking up your child will result in his/her dismissal from the program.

**PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS**

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



**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

**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.



\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
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.



\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

Exhibit D

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

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

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

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

- Fall Semester- August 25, 2014 to January 30, 2015
- Spring Semester- February 2, 2015 to June 11, 2015
- Summer Program (Specify dates: \_\_\_\_\_ to \_\_\_\_\_)

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

Site Coordinator Signature \_\_\_\_\_ Date \_\_\_\_\_

Lead Agency Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Site Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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





**MEMO**

Date: June 12, 2014  
RE: Staff Qualifications

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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,

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

Melissa Mendez Ochoa  
Operations Manager



**Exhibit F**  
**OAKLAND UNIFIED**  
**SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**INVOICING AND STAFF QUALIFICATIONS FORM**  
**2014-2015**

**Basic Directions**

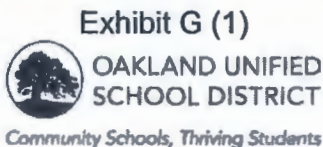
Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.

1. Employee, agent or subcontractor name.
2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.
3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.
4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation should be maintained in Lead Agency files.

**Agency Information**

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

Employee, Agent, or Subcontractor Name	ATI #	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		<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



**PROCEDURE FOR INVOICING**  
**Oakland Unified School District**  
**Comprehensive After School Programs 2014-2015**

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

- ◆ All 21<sup>st</sup> Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> is a Sunday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

As of now, the schedule for OUSD payments is anticipated as follows:

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 8, 2014	August 23, 2014
September 10, 2014	September 25, 2014
October 10, 2014	October 25, 2014
November 10, 2014	November 22, 2014
December 10, 2014	December 23, 2014
January 9, 2015	January 25, 2015
February 10, 2015	February 26, 2015
March 10, 2015	March 26, 2015
April 10, 2015	April 25, 2015
May 8, 2015	May 23, 2015
June 10, 2015 for May invoices	June 26, 2015
June 12, 2015 for Final Billing	TBD

If there are any questions regarding the invoicing process, please contact our office at (510) 273-1550.

Exhibit G (2)



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS  
OUSD CERTIFICATED TEACHERS 2014-2015**

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

**Paying OUSD Certificated Employees (Teachers)**

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/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 746 Grand Ave., Lakeview Campus, room 3.
- ◆ **Union Contract rate for teachers is \$23.16/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$30.12/hr.**
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2014	October 15, 2014
October 31, 2014	November 14, 2014
November 21, 2014	December 15, 2014
December 19, 2014	January 15, 2015
January 29, 2015	February 13, 2015
February 27, 2015	March 13, 2015
March 30, 2015	April 15, 2015
April 30, 2015	May 15, 2015
May 29, 2015	June 15, 2015
June 11, 2015	June 30, 2015

If there are any questions regarding these documents or procedures, please contact our office at (510) 273-1550.

Exhibit G (3)



PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2014-2015

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

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

- Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
Have Employee Sign Form
Have Site Coordinator Sign Form
Have Principal Approve and Sign Form
All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
Any other ET/OT forms for 21st Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
Rate varies depending on employee's hourly rate

Table with 2 columns: ET/OT Forms Due to After School Programs Office on the following anticipated dates; OUSD Anticipated Payroll Issue Dates. Rows list dates from September 2014 to June 2015.

If there are any questions regarding these documents and procedures, please contact our office at (510) 273-1550.

**INSERT HERE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2013

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 DESCRIBED HEREIN. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED AGENT OR PRODUCER, AND THE CERTIFICATE HOLDER.

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the 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).

<b>PROFESSOR</b> <b>File</b> <b>Number</b> <b>801</b> <b>Be</b> <b>INSURANCE</b> <b>California</b> <b>7700</b> <b>California</b>	<b>Insurance Service</b> <b>United Valley</b> <b>Way</b> <b>CA 94710</b>	<b>CONTACT NAME:</b> Tracy White <b>PHONE (A/C, No, Ext):</b> (510) 548-8200 <b>FAX (A/C, No):</b> (510) 548-6145 <b>E-MAIL ADDRESS:</b> twhite@fidelityinsuranceservice.com
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> NIAC		
<b>INSURER B:</b> Employers Compensation Ins. Co.		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**CERTIFICATE NUMBER:** CL081060004 **REVISION NUMBER:**

VERIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD WITHSTANDING 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, CONDITIONS AND COVENANTS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR RETENTION \$ 10,000 THE LIMIT APPLIES PER: <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		201316332NPO	10/5/2013	10/5/2014	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 - COMP/OP AGG \$ 2,000,000
A	AUTOS LIABILITY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		201316332NPO	10/5/2013	10/5/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE RETENTION \$ 10,000			201316332UMBPO	10/5/2013	10/5/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PARTNER/EXECUTIVE EXCLUDED? Y/N <input type="checkbox"/> N/A OPERATIONS below		N/A	EIG20276200	10/30/2013	10/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

**DESCRIPTIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
The certificate holder is named additional insured with respect to the insured's operations.

<b>CERTIFICATE HOLDER</b>  <b>Unified School District</b> <b>1400 Avenue</b> <b>San Francisco, CA 94606</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Tracy White/TRW
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POLICY NUMBER: 2013-16332-NPO

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY

SCHEDULE

**Name of person or Organization (Additional Insured):**

Oakland Unified School District

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

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



Exhibit I

Statement of Qualifications

**INSERT HERE**



## Oakland Leaf Statement of Qualifications

Oakland Leaf's mission is to *cultivate community transformation through creative education for youth and families*. Our organization was incorporated as a 501(c)3 non-profit in 2002. The seeds for Oakland Leaf were planted when the founders, a group of Teach for America Teachers, hosted the first All Oakland Youth Talent Showcase in 2000 to demonstrate the beauty and talent that exists in Oakland. The events of September 11, 2001 deeply impacted our founders and their students. Like most Americans, our students felt unsafe and uncertain about the future. At the same time, the homicide rates in Oakland increased dramatically and the United States declared war on Iraq. The founders of Oakland Leaf saw a need to provide youth with programs that equip our future leaders with conflict resolution skills as well as artistic and cultural exploration and expression abilities. What resulted was Oakland Leaf's first Oakland Peace Camp (2003), a summer program that gave youth a safe place for healing and expression. In Fall 2003 Oakland Leaf was asked to provide after-school programming at ASCEND School. Oakland Leaf believes that the role of education is to develop happy, healthy, and successful adults equipped with the tools to experiment and explore. 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.

Oakland Leaf focuses on the physical, cognitive, social, and emotional needs of students. We provide youth with opportunities to explore their identities and contribute to their communities, to express their desires, curiosity, and frustrations. Our programs balance academic support, leadership development, and the guidance to become creative individuals with healthy habits. One of our key strategies in empowering children is to create sustainable and productive partnerships with schools that have shared visions for young people.

Our approach, based on principles of youth development and family empowerment, weaves together five core initiatives which correlate to the challenges, needs, and opportunities in our community: 1) Science, Technology, Engineering, and Math (STEM), 2) Literacy, 3) Art and Culture, 4) Health and Wellness, and 5) Empowerment and Leadership.

In addition to our five core initiatives, our programming is based on youth development practices and principles. We develop and assess our staff and programming for cultural relevancy 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.

Oakland Leaf 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 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.

All of our programs are culturally relevant, project based, and culminate in a student showcase or performance. Oakland Leaf's current programs include five comprehensive after-school programs for elementary and middle school students, a wrap-around family resource center, a nationally recognized



OAKLAND LEAF

## Oakland Leaf Statement of Qualifications

high school leadership and media arts fellowship program, a school-based community garden and ecology programs, an All Oakland Youth Talent Showcase, and a three-week arts, leadership, and social justice education summer camp called Oakland Peace Camp. Oakland Leaf has grown to serve over 1,100 students and families annually, guided by our credo, "Love is an action!"

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 bookkeeper and monthly reviews by a Certified Public Accountant. 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, City of Oakland Cultural Funding, Oakland Community Action Partnership, OUSD, ASES, and 21<sup>st</sup> 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 \$1.3 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 28% 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. Over the last two years, we have established processes and procedures to ensure organizational consistency, accountability, transparency, data collection, and program evaluation, and our budget reflects these best practices. We now have standards and protocols ranging from organization charts, tracking systems, a complete employee handbook, and mandatory quarterly reports for program directors with program updates and projections. We have also developed programs that are not personality based, but grounded in institutional protocols and we have a fundraising and development plan to ensure long-term sustainability.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Oakland\* Leaf\***  
**Record Status: Active**

**No Search Results**



**MEMO**

Date: June 12, 2014  
RE: Staff Qualifications

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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,

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

Melissa Mendez Ochoa  
Operations Manager



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2014-2015

### Basic Directions

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

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

### Agency Information

Agency Name	Oakland Leaf			Agency's Contact Person	Christine Atkins-Brooks
Street Address	7700 Edgewater Drive, Suite 818			Title	Executive Director
City	Oakland			Telephone	(510) 564-4334
State	CA	Zip Code	94621	Email	christine.atkins_brooks@oaklandleaf.org
OUSD Vendor Number	001624				
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2014	Date work will end	08/21/2015	Total Contract Amount	\$80,435
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1901553401	5825	\$80,435.00	R0150519
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Alison Henkel	Email	Alison.Henkel @ousd.k12.ca.us		
Telephone	510/532-5500	Fax	510/532-5551		
Site/Dept. Name	190/Think College Now	Enrollment Grades	K	through	5th

### 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			6/18/14
2. Oakland After School Programs Office			6-26-14
3. Network or Executive Officer			7/16/14
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8/4/14
5. Board of Education or Superintendent			8/14/14
Procurement	Date Received		



# MEMORANDUM OF UNDERSTANDING 2014-2015

## AMENDMENT ROUTING FORM

### Basic Directions

Services beyond the original MOU cannot be provided until the amendment has been fully approved and the Purchase Order amount, if applicable, has been increased by Procurement.

1. Agency and OUSD contract originator reach agreement on modification to original MOU.
2. Agency and OUSD contract originator complete an MOU amendment together.
3. If the MOU total amount has increased, OUSD contract originator creates new requisition.
4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the MOU amendment is approved, Procurement will add additional funds to the original Purchase Order.

The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.

### Agency Information

Agency Name	Oakland Leaf Foundation	Agency's Contact Person	Alejandra Vila
Street Address	7700 Edgewater Drive, Suite 818	Title	Director
City	Oakland	State	CA
Telephone	(510) 564-4334		
Zip Code	94621	OUSD Vendor Number	1001624
Email	alejandra.vila@oaklandleaf.org		

- Attachments
- MOU amendment – (Includes Routing Form and Board Memo)
  - Amended Scope of work (Not Required if Amendment is only for a change in the funding source)
  - If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

### Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	\$ 80,435.00	Original PO Number	P1501903
Amended MOU Amount	\$ 9,100.00	New Requisition Number	R0152095
New Total MOU Amount	\$ 89,535.00		

### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount
6010	ASES Grant	1901553401	5825	\$ 9,100.00
			5825	
			5825	
			5825	

### OUSD Contract Originator Information

Name of OUSD Contact	Allison Henkel	Email	Allison.Henkel @ousd.k12.ca.us
Telephone	(510) 532-5500	Fax	(510) 532-5551
Site/Dept. Name	190/Think College Now		

### Approval and Routing (in order of approval steps)

Additional services above original MOU amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Signing this document affirms that to your knowledge additional services were not provided before the amendment was approved.

- OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List <https://www.sam.gov>.

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			11/17/14
2. Resource Manager, if applicable			11/19/14
3. Network or Regional Executive Officer			11/24/14
4. Cabinet (Chief Officer)			12/3/14
5. Superintendent or Board of Education			
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		