

Board Office Use: Legislative File Info.	
File ID Number	20-1004
Introduction Date	6/10/20
Enactment Number	20-0901
Enactment Date	6/10/2020 lf



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Martha Pena, Coordinator, After School Programs

Board Meeting Date June 10, 2020
Subject Amendment No. 2 to Memorandum of Understanding
Contractor: Oakland Leaf Foundation
Services For: International Community School

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 2 to Memorandum of Understanding between Oakland Unified School District and Oakland Leaf Foundation, Oakland, CA, for the latter to alter MOU scope of work to provide services in a manner consistent with local shelter-in-place orders as outlined in attached COVID amendment for the after school program at International Community School for the period of August 1, 2019 through July 31, 2020, with the continued MOU not to exceed amount of \$105,404.00. All other terms and conditions remain in full force and effect

for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed 105,404.

Prior Contract The Agreement was previously approved by the Board on June 26, 2019 (Enactment No. 19-1086).

Modification This amendment modifies the scope of work. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? No

Fiscal Impact If no, exception:
Funding resource(s):

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	20-1004
Introduction Date	6/10/20
Enactment Number	20-0901
Enactment Date	6/10/2020 If



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 2 TO
Memorandum of Understanding

This Amendment amends _____ Memorandum of Understanding _____ between Oakland Unified School District (OUSD) and Oakland Leaf Foundation (Contractor) entered into on June 26, 2019 (OUSD Enactment No. 19-1086). The parties agree to amend that Agreement as follows:

1. Services: The scope of work is unchanged. The scope of work has changed.

If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. **OR** CONTRACTOR agrees to provide the following amended services: Contractor will alter MOU scope of work to provide services in a manner consistent with local shelter-in-place orders as outlined in attached COVID amendment for the after school program at International Community School.

2. Term (duration): The term of the contract is unchanged. The term of the contract has changed.

If the term has changed: The contract term began on August 1, 2019 and expires on _____. The parties agree to extend the contract through July 31, 2020.

3. Compensation: The contract price is unchanged. The contract price has changed.

If the compensation has changed: The contract price is amended by

Increase of \$ _____ to original contract amount.

Decrease of \$ _____ to original contract amount.

The new contract total is One Hundred Five Thousand, Four Hundred Four _____ Dollars (105,404)

- 4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 6/11/2020
 President, Board of Education Date
 Superintendent
 Chief or Deputy Chief
[Signature] 6/11/2020
 Secretary, Board of Education Date

CONTRACTOR

Designated by: *Melissa Mendez Ochoa* 5/7/2020
 Contractor Signature Date
 Melissa Mendez Ochoa Executive Director
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<i>[Signature]</i>		5/7/2020
2. Resource Manager (if restricted funds)	<i>[Signature]</i>		5/7/2020
3. Network Superintendent/Executive Director	<i>[Signature]</i>		5/7/2020
4. Chief/Deputy Chief	<i>[Signature]</i>		5/8/2020
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required)–Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

Amendment No. 2 – Memorandum of Understanding

VendorID: 003138

Vendor Name: Oakland Leaf Foundation

After School Program – International Community School

COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and Oakland Leaf Foundation ("CONTRACTOR", together with OUSD, "PARTIES").

- A. **Recitals.** Both OUSD and CONTRACTOR agree to the following recitals:
- o On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
 - o The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
 - o The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term.** Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work.** The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. **Invoicing.** The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.

E. **Electronic Signatures.** This Amendment and all future amendments and supplements to the Agreement may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Digitized by
Sandra Aguilera 5/8/2020
 Chief or Deputy Chief Date

Digitized by
Melissa Mendez Ochoa 5/7/2020
 Contractor Signature Date

Sandra Aguilera, Chief Academic Officer
 Print Name, Title

Melissa Mendez Ochoa, Executive Director
 Print Name, Title

 Jody London Date
 President

 Kyla Johnson-Trammell Date
 Secretary

Previously approved as to form by OUSD General Counsel



AMENDMENT ROUTING FORM 2018-2019
Amendment No. 2 to Memorandum of Understanding

Directions

- Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.
- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
 - Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
 - If contract total amount has increased, the scope of work must change.
 - OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	Oakland Leaf Foundation	Contractor's Contact	Melissa Mendez Ochoa		
OUSD Vendor ID #	003138	Title	Executive Director		
Street Address	520 3rd Street, Suite 109	City, State	Oakland, CA	Zip Code	94607
Telephone	(510) 564-4334	Email (required)	melissa.mendez_ochoa@oaklandleaf.org		

Compensation and Terms

Current Contract Amount	\$105,404.00	OUSD Vendor ID #	003138	Start Date of Original Contract	8/1/2019
Amount of Increase		Original PO #	PO20-02051	Current Term End Date	7/31/2020
Amount of Decrease		New Requisition #		New Term End Date*	
New Total Contract Amount	105,404	% Change		*Must be no more than five years from the start date	

Budget Information (if you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition)

Requisition No.	Budget Number	Resource Name	Amount
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

Agreement	OUSD Enactment #	Exact Name of Contract	Contract Amount
	19-1086	19-1190 - Memorandum of Understanding - Oakland Leaf Foundation - After	\$96,589.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Increase/Decrease Amount
1	19-1845	Adding prep hours for after school staff	\$8,815.00

OUSD Contract Originator Information

Name of OUSD Contact	Eleanor Alderman	Email	eleanor.alderman@ousd.org
Site/Dept. Name	International Community School	Site #	186
		Phone	510-532-5400

Approval and Routing (In order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			5/7/2020
2. Resource Manager (if restricted funds)			5/7/2020
3. Network Superintendent/Executive Director			5/7/2020
4. Chief/Deputy Chief			5/8/2020
5. Legal (if increase takes contract above \$92,600)			
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.	
File ID Number	19-2342
Introduction Date	12/11/19
Enactment Number	19-1845
Enactment Date	12/11/19 er



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Martha Pena, Coordinator, After School Programs

Board Meeting Date December 11, 2019
Subject Amendment No. 1 to Memorandum of Understanding
Contractor: Oakland Leaf Foundation
Services For: International Community School

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to Memorandum of Understanding _____ between Oakland Unified School District and Oakland Leaf Foundation _____, Oakland, CA _____, for the latter to increase staff prep time by 0.75 hours per day to support lesson planning, liaison work with school day teachers, and project-based learning preparation for the After School Program at International Community School for the period of August 1, 2019 through July 31, 2020, in the additional amount of \$8,815.00, increasing the MOU not to exceed amount from \$96,589.00 to \$105,404.00. All other terms and conditions of the MOU remain in full force and effect

for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed 105,404.

Prior Contract The Agreement was previously approved by the Board on June 26, 2019 (Enactment No. 19-1086).

Modification This amendment modifies the scope of work and compensation. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? No
If no, exception:

Fiscal Impact Funding resource(s): After School Education and Safety (ASES/6010)

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	19-2342
Introduction Date	12/11/19
Enactment Number	19-1845
Enactment Date	12/11/19 er



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thriving Students.

AMENDMENT NO. 1 TO
Memorandum of Understanding

This Amendment amends Memorandum of Understanding between Oakland Unified School District (OUSD) and Oakland Leaf Foundation (Contractor) entered into on June 26, 2019 (OUSD Enactment No. 19-1086). The parties agree to amend that Agreement as follows:

1. Services: The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR CONTRACTOR agrees to provide the following amended services: Contractor will increase staff prep time by 0.75 hours per day to support lesson planning, liaison work with school day teachers, and project-based learning preparation for the After School Program at International Community School.

2. Term (duration): The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term began on August 1, 2019 and expires on _____. The parties agree to extend the contract through July 31, 2020.

3. Compensation: The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 8,815 to original contract amount.
 Decrease of \$ _____ to original contract amount.
The new contract total is One Hundred Five Thousand, Four Hundred Four Dollars (105,404)

- 4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Asma Erg 12/12/19
 _____ Date
 President, Board of Education
 Superintendent
 Chief or Deputy Chief
[Signature] 12/12/19
 _____ Date
 Secretary, Board of Education

CONTRACTOR

DocuSigned by:
Melissa Mendez Ochoa 11/12/2019
 _____ Date
 Contractor Signature
 Melissa Mendez Ochoa Executive Director

 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<u>[Signature]</u>		11/8/2019
2. Resource Manager (if restricted funds)	<u>[Signature]</u>		11/12/2019
3. Network Superintendent/Executive Director	<u>[Signature]</u>		11/12/2019
4. Chief/Deputy Chief	<u>[Signature]</u>		11/14/2019
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)—Item Number: _____
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

2019-20 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01/2019

Site Name:	International Community School	ASES	OFCE Match Funds	Program Fees (if applicable)	Other Lead Agency Funds
Site #: 188.00		Lead Agency	Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD		133,169.40	85,000.00	0.00	0.00

CENTRAL COLLECT: INDIRECT ADMIN EVALUATION CUSTODIAL SERVICES

OUSD Indirect (5.00%)	5,341.40				
OUSD ASPD admin, evaluation, and training/technical assistance costs	8,297.16				
District Staffing and Supplies at 3.5%	4,148.56				
TOTAL SITE ALLOCATION	114,387.36				

CERTIFICATED PERSONNEL

1120	Quality Support Coach/Academic Liaison (Highly Recommended)	2,500.00			0.00
1120	Certificated Teacher Extended Contracts- I/II/III or EIA academic intervention (required for MS)	0.00			0.00
1120	Certificated Teacher Extended Contracts- EIA supports				
1120	Certificated Teacher Extended Contracts- EIA academic intervention (recommended for MS)				0.00
	Total certificated	2,500.00			0.00

CLASSIFIED PERSONNEL

2205	Site Coordinator (not here if district employee)	0.00	0.00		0.00
2220	SBO (optional)	4,900.00			0.00
		0.00			
		0.00			
	Total classified	4,900.00	0.00		0.00

BENEFITS

3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)	500.00			
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)	1,078.00			
3000's	Employee Benefits for Salaried Employees (benefits at 42%)	0.00			
3000's	Lead Agency benefits (rate: 26%)		0.00		
	Total benefits	1,578.00	0.00		0.00

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, percent for Summer Supplemental)	0.00			0.00
4310	Curriculum (OUSD only)	0.00			0.00
5626	Field Trips	0.00			0.00
4420	Equipment (OUSD only)	0.00			0.00
	Bus tickets for students				
	District professional development on district PD days (Bringing Us Back conference, Youth Work Methods trainings)		500.00		
	Total books and supplies	0.00	500.00	0.00	0.00

CONTRACTED SERVICES

5825	Site Manager (1 staff * \$28,24/hr * 20hr/wk * 52 weeks + 12.19% Taxes/WC (\$3610) + Health Benefits (\$3020))		28,027.20	5,603.65	
5825	Program Assistant (1 staff * \$20/hr * 20 hrs/wk * 36 weeks + 46 PD hours + 12.19% Taxes/WC (\$1882) + Health Benefits (\$3020))			21,056.79	
5825	Program Instructor (3 staff * \$18/hr * 27 hrs/wk * 36 weeks + 101 PD/training hours + 12.19% Taxes/WC (\$7737))		40,867.47	24,861.97	
5825	Restorative Justice Lead Facilitator (1 staff * \$19/hr * 36 hrs/wk * 36 weeks + 26 PD/training hrs + 12.19% Taxes/WC (\$2,246))			25,246.94	



AMENDMENT ROUTING FORM 2018-2019
Amendment No. 1 to Memorandum of Understanding

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change.
- OUSD contract originator creates new requisition with the original PO number referenced in the item description.

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

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
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Contractor information

Contractor Name	Oakland Leaf Foundation	Contractor's Contact	Melissa Mendez Ochoa		
OUSD Vendor ID #	003138	Title	Executive Director		
Street Address	520 3rd Street, Suite 109	City, State	Oakland, CA	Zip Code	94607
Telephone	(510) 564-4334	Email (required)	melissa.mendez_ochoa@oaklandleaf.org		

Compensation and Terms

Current Contract Amount	\$96,589.00	OUSD Vendor ID #	003138	Start Date of Original Contract	8/1/2019
Amount of Increase	8,815	Original PO #	PO20-02051	Current Term End Date	7/31/2020
Amount of Decrease		New Requisition #	VR20-04613	New Term End Date*	
New Total Contract Amount	105,404	% Change	9.13	*Must be no more than five years from the start date	

Budget Information (If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition)

Requisition No.	Budget Number	Resource Name	Amount
VR20-04613	010-6010-0-1110-4000-5825-186-1860-1553-0106-99999	ASES	\$ 8,815.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

Agreement	OUSD Enactment #	Exact Name of Contract	Contract Amount
	19-1086	19-1190 - Memorandum of Understanding - Oakland Leaf Foundation - A	\$96,589.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Increase/Decrease Amount

OUSD Contract Originator information

Name of OUSD Contact	Eleanor Alderman	Email	eleanor.alderman@ousd.org
Site/Dept. Name	International Community School	Site #	186
		Phone	510-532-5400

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			11/8/2019
2. Resource Manager (if restricted funds)			11/12/2019
3. Network Superintendent/Executive Director			11/12/2019
4. Chief/Deputy Chief			11/14/2019
5. Legal (if increase takes contract above \$92,600)			
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.	
File ID Number	19-1190
Introduction Date	6/26/19
Enactment Number	19-1086
Enactment Date	6/26/19 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students.

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools & Student Services
Martha Pena, Coordinator, After School Programs

Board Meeting Date June 26, 2019

Subject Memorandum of Understanding
Contractor: Oakland Leaf Foundation
Services For: International Community School

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and Oakland Leaf Foundation, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for International Community School's comprehensive After School Program, for the period of August 1, 2019 through July 31, 2020, in an amount not to exceed \$96,589.00.

Background
(Why do we need these services? Why have you selected this vendor?)

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

This organization has demonstrated experience and capacity in serving in the after school lead agency role. This organization successfully met all of the requirements of OUSD's Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office.

Competitively Bid Was this contract competitively bid? No
If no, exception:

Fiscal Impact Funding resource(s): 6010/After School Education and Safety (ASES) Grant



Attachments

- **Memorandum of Understanding**
- **Program Plan and Budget**
- **Certificate of Insurance**
- **Statement of Qualifications**

**After School Template for Elementary and Middle Schools
Memorandum of Understanding 2019-2020
Between Oakland Unified School District and
Oakland Leaf Foundation**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Oakland Leaf Foundation ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 186/International Community School under the following grants:
- After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASEP and 21st CCLC funds.
 - Private grants
2. **Term of MOU.** The term of this MOU shall be August 1, 2019 through July 31, 2020. The term may be extended by written agreement of both parties.
3. **Termination by OUSD.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
- a) **No Premature Termination by AGENCY** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
- b) **Advance Notice by AGENCY for Coming School Year.** AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
4. **Compensation.** Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES and 21st CCLC grant award amount for Oakland Leaf Foundation is \$ 96,589.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$8.19 a day per student through ASEP and \$7.50 a day per student through 21st CCLC), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$8.19 a day for ASEP and \$7.50 a day for 21st CCLC per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASEP and 21st CCLC grants to be processed. Exhibit A ("Attendance Reporting Schedule 2019-2020")
- 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 ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21st CCLC programs.
- 4.5. Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2019-2020 and will not exceed \$ 96,589.00 in accordance with Exhibit B. Exhibit B ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2019-2020").
- 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 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care.

5. **Scope of Work.** AGENCY will serve as lead agency at 186/International Community School will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2019-2020. This shall include the following required activities:

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

5.1.1. **Alignment with Single Plan for Student Achievement ("Site Plan").** AGENCY will ensure the after school program aligns with OUSD and 186/International Community School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.1.2. **Continuous Quality Improvement (CQI).** AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and timely submit corresponding CQI deliverables to the After School Programs Office:

- beginning of year self-assessment using YPQA/SAPQA tool
- planning with data (using self-assessment and external assessment PQA data, and other program data as available)
- development of quality action plan (QAP) with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

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

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

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

5.3. **Enrollment.** AGENCY will enroll K through 5th grade students at 186/International Community School , to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. **Program Requirements**

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

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2019 – 2020 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2019-2020 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES and 21st CCLC grants for students at 186/International Community School . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program, and summer program if summer program is provided.
- **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at 186/International Community School to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of

activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.

• **Middle School Sports League Activities.**

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

5.4.3.1. **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.** AGENCY will provide OUSD with the following set of program accountability reports:

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

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

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

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

5.6. **Alignment of After School Safety Plan with School Site Comprehensive Safety Plan.** AGENCY will use the OUSD After School Program Emergency Plan template and work collaboratively with school site administrator to complete and/or update and submit an annual after school safety plan by mid October which aligns with and is part of the school site's comprehensive safety plan. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD template, in advance of distribution.

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

5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to ousdincidents@ccmsi.com by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians

due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

- 5.8. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
- Administration, faculty, and staff of 186/International Community School
 - OUSD After School Programs Office
 - OUSD central administration departments
 - Parents/Guardians
 - Youth
 - Community organizations and public agencies
- 5.10. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. **Loss of Standing as Qualified Organization:** AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.
6. **Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:**
- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (Exhibit D)
 - AGENCY hereby certifies that after school and any summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
- 6.1. **Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
- 6.1.1. a full description of the trip and scheduled activities
- 6.1.2. student/adult participant health information
- 6.1.3. **"Notice of Waiver of All Claims:** Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. **Supervision**
 - 6.6.1. AGENCY Executive Director must review and approve supervision plan.
 - 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
 - 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading 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 AGENCY after school and summer program staff or subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY's own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence

for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

6.9. Vendor is licensed to provide all proposed activities.

6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)

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

6.11.1. Definition of High Risk Activities

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

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

- Other activities determined by the school principal to have a high risk to student safety

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

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

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

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

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

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

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

- Facility
- Program

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

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

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

6.12.3. Swimming Activities

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

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

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

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or

equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

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

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

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

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

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

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

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

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

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

7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASEP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2018-2019. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

8. Invoicing

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. **Submission of Invoices for ASESP and 21st Century Grants.** For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21st CCLC grants, with a cumulative total for 2019-2020 not to exceed \$ 96,589.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.
10. **Changes**
- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2019-2020 fiscal year to reflect additional changes resulting from such legislation.

11. **Conduct of Consultant**

11.1. **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:

11.1.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY agents at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

11.1.2. **Tuberculosis Screening.** AGENCY agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, AGENCY agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the AGENCY agent shall obtain an x-ray of the lungs. At his/her discretion, AGENCY agent may choose to submit to the examination instead of the risk assessment.

11.1.3. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

11.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES/21st Century after school grant program and provide a safe and secure program.

11.2. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY

staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

- 11.3. Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.4. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.5. Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.6. Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.7. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 12. Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all

or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:

13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

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

13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

14. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

15. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

16. **Program Books and Supplies.** Supplies can only be purchased by OUSD, not by Lead Agency. Supplies to be used in both the school day and after school program must be joint funded, with a maximum of 50% applied to ASES/21st. The only exception is that supplies for Supplemental programming on non-school days can be purchased by the lead agency. All supplies purchased with grant funding is and remains the property of OUSD and must remain at the site.

17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/>

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

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng _____ 6/27/19
Date

- President, Board of Education
- State Administrator
- Superintendent

[Signature] _____ 6/27/19
Date

Secretary,
Board of Education

DocuSigned by:
Andra Bustamante _____ 5/29/2019
Date

Executive Director
Community Schools and Student Services Dept.

DocuSigned by:
[Signature] _____ 5/27/2019
Date

Principal

DocuSigned by:
Sara Stone _____ 5/29/2019
Date

Network Superintendent

DocuSigned by:
Sandra Aguilera _____ 5/29/2019
Date

Chief Academic Officer

AGENCY

DocuSigned by:
Melissa Mendez Ochoa _____ 5/29/2019
Date

Agency Director Signature _____ Date

Melissa Mendez Ochoa 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 E (1) Middle School Sports Release of Liability and Assumption of Risk
- Exhibit F. Invoicing and Staff Qualifications Form
- Exhibit G. Fiscal Procedures and Policies
- Exhibit H. Certificates of Insurance
- Exhibit I. Statement of Qualifications
- Exhibit J. Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

Legislative File ID: _____ 19-1190

MOU template approved by Office of the General Counsel May, 2019

Exhibit A

Attendance Reporting Schedule

Oakland Unified School District After School Programs Attendance Reporting Schedule	
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – July 31, 2019	August 10, 2019
August 1 - August 30, 2019	September 8, 2019
September 1-30, 2019	October 10, 2019
October 1-30, 2019	November 9, 2019
November 1-30, 2019	December 8, 2019
December 1-31, 2019	January 10, 2020
January 1-31, 2020	February 9, 2020
February 1-28, 2020	March 9, 2020
March 1-31, 2020	April 10, 2020
April 1-30, 2020	May 10, 2020
May 1-31, 2020	June 8, 2020
June 1-30, 2020	June 15, 2020

Exhibit B

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

(Template distributed separately)

INSERT HERE

2018-19 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01/2019

Site Name: International Community School	ASES	DFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #: 188.08	Lead Agency	Lead Agency	Lead Agency	Other	Lead Agency
Average # of students to be served daily (ADA): 84	25	17			
TOTAL GRANT AWARD	122,850.00	85,900.50			

CENTRAL COSTS: WORKPL. ADMIN. EVAL. PD. CAPITAL SUPPLIES

OUSD Indirect (3.98%) [3]	4,702.28				
OUSD ASPO admin, evaluation, and training/technical assistance costs [4]	8,751.88				
Capital Staffing and Supplies at 2.5% [5]	3,826.80				
TOTAL SITE ALLOCATION [6]	17,281.00				

CERTIFICATED PERSONNEL

1120 Quality Support Coach/Academic Liaison (Highly Recommended) [8]	2,500.00			0.00	
1120 Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS) [9]	0.00			0.00	
1120 Certificated Teacher Extended Contracts- ELL supports [10]					
1120 Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)				0.00	
Total certificated [11]	2,500.00			0.00	

CLASSIFIED PERSONNEL

2205 Site Coordinator (list here, if district employee) [12]	0.00	0.00		0.00	0.00
2220 SSO (optional) [13]	4,900.00			0.00	
[14]	0.00				
[15]	0.00				
Total classified [16]	4,900.00	0.00		0.00	0.00

BENEFITS

3000's Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%) [17]	500.00	[18]			
3000's Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)	1,078.00	[19]			
3000's Employee Benefits for Salaried Employees (benefits at 42%) [20]	0.00	[21]			
3000's Lead Agency benefits (rate: 25%) [22]			0.00		
Total benefits [23]	1,578.00		0.00	0.00	0.00

BOOKS AND SUPPLIES

4310 Supplies (OUSD only, except for summer Supplemental) [24]	0.00			0.00	5,080.75
4310 Curriculum (OUSD only) [25]	0.00			0.00	0.00
5828 Field Trips [26]	0.00		1,000.00	0.00	0.00
4420 Equipment (OUSD only) [27]	0.00			0.00	0.00
[28]					
Bus tickets for students [29]					
District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings) [30]			300.00		
[31]					
Total books and supplies [32]	0.00	300.00	1,000.00	0.00	5,080.75



CONTRACTED SERVICES

5825 Site Coordinator (1 staff * \$25/hr * 20hr/wk * 52 week + 12.19% Taxes/WC [83171] + Health Benefits [83020]) [33]	0.00	28,836.18	5,365.15		
5825 Program Assistant (1 staff * \$19.77/hr * 20 hrs/wk * 38 weeks + 24 PD hours + 12.19% Taxes/WC [81889] + Health Benefits [83020]) [34]			20,407.04		

5825	Program Instructor (4 staff * \$17.47/hr * 22.76 hrs/wk * 38 weeks + 79 PD/training hours + 12.18% Taxes/WC (\$7649))		0.00	35,026.47	35,389.87			
5825	Restorative Justice Lead Facilitator (1 staff * \$18/hr * 14.08 hrs/wk * 38 weeks + 39.55 PD/mg hrs + 12.18% Taxes/WC (\$1198)) (35)				11,027.87			
5825	Girls Inc of Alameda County			28,200.00	1,800.00			
5825	America SCORES (38)			3,000.00				
5825	(37)							
5825	(38)							
5825	(39)							
5825	(40)							
5825								
5825								
5825								
Total services (41)			0.00	99,054.88	73,989.93	0.00	0.00	0.00
IN-KIND DIRECT SERVICES								
	(42)						0.00	0.00
							0.00	
Total value of In-kind direct services							0.00	0.00
LEAD AGENCY ADMINISTRATIVE COSTS								
	Lead Agency admin (4% max of total uncontracted \$) (43)			3,227.52	10,030.07			12,456.47
SUBTOTALS								
	Subtotals DIRECT SERVICE (44)	65.91	11,078.40	93,361.65	74,969.93	0.00	0.00	8,060.75
	Subtotals Administrative (45)	15.99	16,182.42	3,227.52	10,030.07			12,456.47
TOTALS								
	Total budgeted per column (47)		26,280.82	98,589.17	85,000.00	0.00	0.00	17,497.22
	Total BUDGETED (48)	100.00	122,850.00	85,000.00	0.00	0.00		17,497.22
	BALANCE remaining to allocate (50)		0.00	0.00				
	TOTAL GRANT AWARD ALLOCATION TO SITE (51)		122,850.00					

MSB MATCH REQUIREMENT:	
MSB requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	40,850.00
Facilities count toward 25% of this match requirement:	10,237.50
Remaining match amount required:	30,712.50
Match should be met by combined OFCY funds, other site funds, private dollars, and In-kind resources. This total equals:	
Total Match amount left to meet:	0.00
	30,712.50

Required Signatures for Budget Approval:


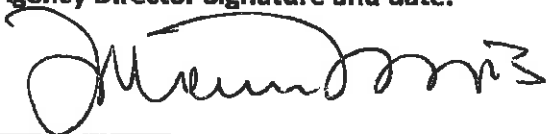

Principal:	
Lead Agency:	 5/20/19



OUSD Expanded Learning Programs -After-School Program

ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2019-2020

ASES and 21st Century Community Learning Center (21st CCLC) After-School Program Plan

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION	
School Site Name: International Community School	School Type (check one) <input checked="" type="checkbox"/> Elementary (K-5) <input type="checkbox"/> Elementary (K-8) <input type="checkbox"/> Middle (6-8) <input type="checkbox"/> High School (9-12) <input type="checkbox"/> Continuation High School <input type="checkbox"/> Comprehensive High School
CDS CODE: 01612596118616	After-School Lead Agency: Oakland Leaf Foundation
Is this school-site committed to a new lead agency for 2019-2022? No	
Principal Name: Eleanor Alderman	Principal Signature and date:  4/19/19
Lead Agency Director Name: Johanna Masis	Lead Agency Director Signature and date:  4/18/19
After-School Site Coordinator (if known at this time): Isabel Gonzalez	After-School Site Coordinator Signature and date:  4-18-19



SECTION 2: PROGRAM OPERATIONS

Average Daily Attendance, Program Dates, Minimum Days & Enrollment

To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year.

Projected daily attendance for 2019-20 school year program.

84

Program Operations for the 2019-2020 school year.

First Day: August 12, 2019

Last Day: May 28, 2020

CDE allows programs to close for a **maximum of 3 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 and upload documentation of professional development activities offered on these dates, including training agenda and staff sign-in sheets.

List the three days (if any) your program plans to close this year for PD. The program must be open every other day of the school year.

Date: October 25, 2019

Date: January 6, 2020

Date: May 28, 2020

Minimum Days. When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming.

Projected Number of Minimum Days for School Year 2019-2020:

**School should provide lead agency with a calendar of minimum days for the 1st day of school.*

X School-day bell schedule attached

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

No additional funding needed as these hours have been included in our budget forecasting. School day will continue having the allowed number of minimum days per year.



SECTION 3a: PROGRAM MODEL

Average Daily Attendance, Program Dates, Minimum Days & Enrollment

For 2019-2020, your site will operate the following program model:

- Traditional After-School:** *voluntary program, open to all students, with enrollment priorities targeting certain students*
- Extended Day Program:** *additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must not appear on the school bell schedule)*
- Blended/Hybrid:** *a combination of some extended day and some traditional after-school programming (If you are conducting a blended/hybrid program, please use the section below to explain your program model type.)*

Which grade levels will be served in this program? (check all that apply.)

- TK K 1 2 3 4 5 6 7 8 9 10 11 12

ENROLLMENT PROCESS & TIMELINE **Attach your enrollment timeline to this document**

Important dates to include in your timeline:

- **April - June:** Spring enrollment for 2019-20 programs.
- Families will be notified of 2019-20 after school enrollment before the last day of school, May 30, 2019.
- After school programs begin on the first day of school when enrollment is at a minimum 75% capacity.
- **August - September:** new school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by **September 30, 2019**, except for slots reserved for transitional students (i.e., Homeless, foster youth; Newcomers) entering the program for the first time and/or mid-year
- All programs must maintain waitlists after program slots are filled.

****This may look different for High School and Continuation schools based on alternative schedules and intersession. Please include the items above that are applicable to you schedule and recruitment process.**

Describe how your school will identify and recruit students beginning of Spring 2019. Indicate how families will be notified of 2019-2020 enrollment before the last day of school.

Applications will be made available for all youth who are enrolled in International Community School. Additionally, we will be giving student referral forms to all teachers. Teachers will refer students based on 4 different factors: Academic need, SEL need, Family needs, and students who would be a good fit for Service Learning. We will then accept the top 3 picks from each teacher and then enroll students who turned in applications and have expressed interest. Furthermore, families will be notified during the summer via phone call and will receive accepted/waitlisted letters in the mail.



SECTION 3b: PROGRAM MODEL. (Continued)
Average Daily Attendance, Program Dates, Minimum Days & Enrollment

Who can receive the Golden Ticket?

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

- Any OUSD student who is a homeless youth, as defined by the federal **McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)*, who is in foster care, or is designated as an unaccompanied minor.
- Any OUSD student who identifies as a newcomer, refugee or as an asylee. **Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)*
 - Establishes the definition of homeless used by schools
 - Ensures that children and youth experiencing homelessness have immediate and equal access to public education
 - Provides for educational access, stability, and support to promote school success
 - Needed to address the unique barriers faced by many homeless students

How does your program support students and their families who submit a "Golden Ticket?"

Currently, our afterschool program serves youth with "Golden Ticket" status through Principal Referrals. We enroll all students who are referred via principal and have "Golden Ticket Status."

How will you modify your enrollment and attendance policies to ensure compliance with the "Golden Ticket" policy, in order to make your program accessible for foster, homeless, and newcomer students who transition into the program during enrollment and/or mid-year?

At ICS, we always leave 2-3 spaces open per class for any youth that may need to be enrolled due to this policy. Students transitioning into program mid-year is a common situation so there is an existing protocol for these youth.

Protocol:

- Principal and Site Manager check in.
- Site Manager check-in with staff.
- Youth/family intro to program.
- Students introduced with program with community building.

SECTION 4: PROGRAM COMPONENTS



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

List 2-3 program goals which will support meeting these CDE program requirements.

1. Staff will Implement the 5 SEL practices in order to have students make healthy choices when it comes to relationship building and through their work with service learning.
2. We will provide a variety of structured enrichment activities that are catered to youth's interests and needs.
3. Youth participate in Game centers, weekly soccer practices/games and basketball.

Educational and literacy Component that includes tutoring/ homework assistance in the core subjects (language arts, math, history /social science, etc.)

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

How are students building academic skills? How are you integrating social-emotional academic development? (Include specific strategies for creating a Safe & supporting environment through encouragement and Active engaged learning.)

Staff work to support youth through the learning and implementation process of different academic practices through clarification, providing examples and working through it together.

- After-school program provides one hour of homework daily for all youth in program.
- We partner with Girls Inc. and America Scores who both support literacy.
- All other staff have one hour of an additional literacy component/week.

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

Describe how your after-school program will offer educational enrichment activities. (Include specific strategies designed to foster skill - building; youth voice and leadership and diversity, access and equity.)

Oakland Leaf provides one hour of enrichment daily to all youth in program. Staff ask youth about their interests and implement their ideas to their lesson planning. Additionally, youth hold different leadership roles in the classroom space. Some of the enrichments that we offer but are not limited to arts and crafts, music, DIY, gardening and sports.

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

We provide Game Centers once a week where students get to play a different sport each week. Youth warm up and stretch, learn the rules of the game, play the game and reflect on skills learned. These are all structured physical activities that involve youth leadership.

Family Literacy

Describe how your after-school program provides opportunities to promote literacy



Component that includes literacy activities and other educational services that adult family of students.

and/or other educational services to adult family members of students?
We will host one Family literacy event per quarter in after-school program. We do literacy with youth every day and will be working to bridge that relationship with the families as well.

Academic Alignment with School Day and District Priorities

Please provide a short narrative that identifies how you will support school goals aligned with district priorities.

Every year the site manager has a clear vision and understanding of school goals this helps ensure that afterschool program is supporting the school's vision regarding culture, academics and SEL skills. Through our monthly principal and ASP meetings , it helps stay aligned with the goals. In monthly ASP meetings, we revisit the progress and status of each goal set for ASP.

Elementary OUSD Strategic Strategies

In OUSD's Pathway to Excellence Strategic Plan, ultimately the entire OUSD school system is working toward the goal to make sure students are reading at or above grade level and English learners are reaching English fluency.

Teachers will meet in grade level teams including program instructors to collaboratively plan balanced literacy lessons, keeping in mind students with disabilities during planning. Girls Inc provides mid-year and end-of-year data regarding the progress participants made while in the program. We will continue having weekly access to the library for appropriate reading leveled books, incorporate research as part of the service learning component [for 3-5 graders], and project based learning.

MIDDLE_ OUSD Strategic Targets

In OUSD's Pathway to Excellence Strategic Plan, ultimately the entire OUSD school system is working toward the goal to prepare all students to be college, career, and community ready. To meet this strategic goal, middle schools must prepare their students to be high school ready by the time they graduate from the 8th grade.

Indicate how your after-school program will work collaboratively with your school partner to make progress toward achieving this target for the 2019-20 school year.

NA

High School OUSD Strategic Strategies

Academic activities should be aligned with school goals. Your after-school program should plan to offer a range of academic supports to support students to learn and practice skills and knowledge related to core academic content. There should also be an intentional learning space which allows students to work independently with support.

Please include the following OUSD High School After-School requirements:

For Comprehensive high schools:



- Academic mentoring for 9th graders at risk of failing classes
- Academic supports and mentoring for 10th–12th grade students taking credit recovery

For Alternative Ed, high schools:

- College and career readiness activities

NA

X Attach your program schedule for in 2019-2020

**In the fall, sites are required to resubmit updated program schedule.*

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

An effective program improvement process is ongoing and involves a continuous cycle of assessment, planning, and improvement. While the process should be carried out at the site level, documentation of this process should be submitted by the grantee.

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

Name 2-3 Quality Action Plan (QAP) practices that will be implemented in 2019-2020

1. All staff will have a clear system in place in order to ensure student planning by winter 2019. This will be aligned program wide.
2. By August 2019, staff will implement the 5 SEL practices in order to have students make healthy choices when it comes to relationship building amongst peers, staff and the community.
3. By mid-April 2019, all staff will practice positive reinforcement in order to have a safe and supportive environment.

PROGRAM SELF-ASSESSMENT

Name the stakeholders who participated in the Program

Self-Assessment in 2018-2019?

Please check which stakeholders were involved in your CQI process.

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

What are some key discoveries you made

Area of improvement: Reflection. Though many of our classes were allotting the appropriate time to reflect with their youth, others were not reflecting at all due



<p>doing the program self-assessment? <i>(Strengths, areas of improvement)</i></p>	<p>to poor time management.</p> <p>Strength: Our youth hold vital roles for student leadership in their classes which ensure that program runs smoothly.</p>
<p>Which Quality Standards will the program focus on for improvement in the 2019 - 2020 school year?</p>	<p>We will focus on the Reflection component in order to ensure a fruitful time for youth in ASP where they are learning a variety of skills that can be applied to different components of their daily life. In addition, we will implement systems to incorporate student planning opportunities that haven't been provided before.</p>
<p>Describe how the program will address the improvement in this area? (please include program structures, staffing practices and partnerships.)</p>	<p>Our program will set specific goals surrounding these quality standards and will be monitoring progress and growth through student focus groups an implementation of consistent systems.</p> <p>More intentional training for staff to incorporate opportunities for youth to plan will occur during the weeks leading up to the start of the school year.</p>
<p>What is one key data point from your self-assessment that will be a focus for the upcoming school year? (Please include a summary of the data you are responding to.)</p>	<p>Under the domain of engagement we will be focusing on the item of School- Age planning because on our summary report of 2017-2018 academic year we receive a 1, due to lack of evidence that there were any opportunities for youth to plan .</p>



SECTION 5b: Continuous Quality Assessment (CQI): POINT OF SERVICES Quality Standards & PROGRAMMATIC Quality Standards

CQI Phase Key:

- 0 equals limited awareness of the Quality Standard and the CQI process.
- 1 equals working knowledge of the Quality Standard and the CQI process.
- 2 equals success using the Quality Standard and the CQI process.
- 3 equals mastery using the Quality Standard and the CQI process.

From a scale of 0 to 3 rate your program on the following Point of Service Quality Standards.

From a scale of 0 to 3 rate your program on the following Programmatic Quality Standards.

1. Safe and supportive environment	2	1. Quality staff	1
2. Active and engaged learning	2	2. Clear vision, mission, and purpose	2
3. Skill building	2	3. Collaborative partnership	2
4. Youth voice/leadership	3	4. Continuous quality improvement	3
5. Healthy choice and behaviors	2	5. Program Management	2
6. Diversity, access, and equity	3	6. Sustainability	2



SECTION 6: Facilities

Plan with your site administrator which rooms and outside spaces your after-school program will use Monday - Friday from the start of program to 6.

Indoors (specify room numbers and space names)			Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used
Library	20+	3:00-6:45p	Blacktop	160	3:00-6:15p Wed 1:30-6p
Cafeteria	160	3:00-6:00p	Soccer Field	20+	3:00-6:00p Wed 1:30-6p
E101, E107, C118,C117, C217,C124,E101,C124	20/class	3:00-6:15 W 1:30-6:00	Garden	20	3:00-6:00p Wed 1:30-6p
Computer Lab	20	4 hrs/wk 3:30-6:00p	Baseball Field	20	3:00-6:00p Wed 1:30-6p
Gym	84	2:45-6:00p	Bathroom (CDC)	84	3:00-6:15p W 1:30-6:00p
Bathrooms: gym, library, hallway (by computer lab); hallways (upstairs); cafeteria	84	3:00-6:15p W 1:30-6:00p			

In addition choose up to 5 other dates you will use space outside of your normal program hours. Please specify which space will be needed (IE: showcases, events and family engagement). Be advised any additional dates/spaces used outside of these dates; the organization will be responsible for facilities cost.

Name of Event	OL Staff Orientation	Potential Date	Aug 5, 2019	Number of Students	70	Hours of Use/Room Numbers	12:00p-6:00p; gym
Name of Event	Winter Showcase	Potential Date	December 11, 2019	Number of Students	160	Hours of Use/Room Numbers	6:00-8:00p; gym
Name of Event	Spring Showcase	Potential Date	May 13, 2020	Number of Students	160	Hours of Use/Room Numbers	6:00-8:00p; gym
Name of	Dia Del	Potential	April 30,	Number of	160	Hours of	6:00-8:00p; gym



Event	Nino	Date	2020	Students		Use/Room Numbers	
Name of Event	Lights On Afterschool	Potential Date	October 24, 2019	Number of Students	160	Hours of Use/Room Numbers	

SECTION 7a: PROGRAM FEES

Will this after-school program charge program fees for 2019-2020 Yes No
 If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency partner must initial.

Principal	Lead Agency	ASSURANCES
		Our program will not turn away any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation.
		Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to inability to pay.
		Our program will publicize the program fee structure in written program materials for school leaders, parents/guardians, and/or communities members (i.e. communication letter, meetings agenda, etc.)
		Our program shall not charge a fee to a family for a child if the program knows that the child is a homeless youth , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), or for a child who the program knows is in foster care .
		Our program will provide receipts to parents/guardians for each payment made.
		The lead agency will manage funds raised by program fees according to standard accounting practices, and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing amount collected from program fees and expenditures. (DUE DATES: October 31st, February 28th, June 28th)
		The lead agency will establish a letter of agreement directly with the school site, indicating that all program fees collected will be expended only at this school site for after-school expenditures; will be carried over the following fiscal year if funds for after-school expenditures; will be carried over to the following fiscal year if funds remain; and will remain at the school site if there is a change in lead agency partner.



SECTION 7b: PROGRAM FEES (Continued)	
Describe how your school/program plans to collect program free and who will be exempt from paying fees or received a reduced fee?	N/A
Describe how all fees collected will be used on site for direct service in your after-school program.	N/A
Describe how fees will be communicated to school leaders/school community.	N/A
N/A Attach a copy of written evidence of your program fee materials/process (i.e. parent letters, parent handbook, etc. meeting with agenda/minutes?)	



OUSD EXPANDED LEARNING PROGRAMS
Partner Assurances & Agreements
2019-2020

School Site	International Community School	
Lead Agency	Oakland Leaf	Date 5/8/19
Name of After School Program	ICS CAST Program	After School Site Coordinator Name (if known at this time): Isabel Gonzalez
Principal Signature		Lead Agency Signature

Assurances for Grant Compliance & After School Alignment with School Day

Principal and Lead Agency representative will **review and discuss** each assurance below. Please note **hyperlinks** for the following documents referenced below.

- Grant Assurances signed by OUSD Superintendent
- Quality Support Coach Role Description

1. Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept. of Education's ASES and/or 21, CCLC Grant Assurances, and understand mandated grant compliance elements.
2. Site Administrator and Site Coordinator will **meet at least once monthly** to ensure program is meeting identified goals. *(BI-weekly check-ins are recommended.)*
3. Site will provide the after-school program with appropriate **facilities and resources** in support of program goals, including office space with internet and phone access for the Site Coordinator, and safe storage for program records.
4. 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. *(See page 3 for details on After School Safety Plan requirements)*
5. Site Administrator and Site Coordinator understand the program must meet **CDE attendance targets** in order to retain grant funding. Site and program will work collaboratively to ensure strong student recruitment and retention.

PRINCIPAL INITIALS	LEAD AGENCY INITIALS

PRINCIPAL INITIALS LEAD AGENCY INITIALS

6. School will share **student outcome data** to better refine program (Attendance data, test scores, Report Cards, IEP's, etc) Site Coordinator will share relevant student and program data with school.
7. Site Administrator and lead agency partner have reviewed the ~~Quality Support Coach~~ **Quality Support Coach** role, and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify and recruit a certificated, qualified individual to serve as the **After School Quality Support Coach**.
8. Site will invite Site Coordinator and appropriate staff to participate in **faculty meetings and professional development opportunities**, in order to ensure consistency in standards of teaching and learning, and positive school culture & climate.
9. Site will invite Site Coordinator to participate on **school committees** (i.e. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services.
10. Site Administrator is aware that CDE does not increase after school grant funding for **minimum days**, and that programs are required to operate until **6pm** on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.
11. **Lead agency will register with/update OUSD provider database.** In order to maintain accurate, up-to-date information on the services provided, the Lead Agency shall register in OUSD's provider database, update schools of operation prior to commencing services for school year 2019 – 20, and update during the current school year if schools of operation change.
12. Lead Agency will ensure that appropriate After School staff **participate in OUSD Expanded Learning Office meetings and professional development** throughout the year including: mandatory ASPO Summer Institute, ongoing site coordinator meetings, continuous quality improvement (CQI) trainings; agency director meetings; various professional learning communities (time commitment varies), local conferences (i.e., annual Bridging the Bay conference), and other relevant district trainings (i.e., safety, PBIS, etc.)
13. Site and Lead Agency understand that **professional development helps ensure program quality.** Lead agency is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. The lead agency 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).

EA	JM
EA	JM
EA	JM
EA	JM
EA	JM
EA	JM
EA	JM
EA	JM

PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE



After School Safety and Emergency Planning

1. The 2020–2021 Comprehensive School Site Safety Plan includes the After School Emergency Plan. The Site Administrator and After School Program (ASP) Site Coordinator will update the After-School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response. **Indicate all actions that will occur to ensure after school program safety and alignment with school day procedures for emergency preparedness and emergency response:**

- Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
- Site will share Comprehensive School Site Safety Plan with after school partner.
- School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
- After School staff will participate in site-level faculty safety trainings.
- School will provide after school staff with access to disaster supplies and other resources in case there is an emergency afterschool.
- Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed
- The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/19.
- Other. SPECIFIC

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

August 2019 - All staff training for safety procedures.

3. Principal and Site Coordinator have **reviewed** the OESD After School Emergency/Basic 1. Level Response Notification Protocol and understand expectations regarding communication and **incident reporting** when an issue involving after school safety occurs. Yes No

Facility Keys

It is critical that the After-School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. 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

After School Safety and Emergency Planning, continued

SSO Staffing

Check one:

- Site will utilize after school and/or school day funds to pay Extra time/Over time (ET/OT) for an after school SSO. Site
- does not need an SSO.
- Site does not have the resources to fund an after school SSO.



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

Continuous Quality Improvement (CQI)

Engaging in continuous quality improvement (CQI) processes is an OUSD expectation for all schools and after school programs, and is a condition for ongoing after school grant funding from the California Dept. of Education. The OUSD Expanded Learning Office has adopted a research-based *Assess-Plan-Improve* CQI process utilizing national quality standards for youth development. All OUSD after school programs are expected to fully engage in and complete the following steps of the CQI cycle each year, and submit corresponding CQI deliverables to the school district on a timely basis. (This process is in review and tools will be updated throughout the year.)

- self-assessment using Youth Program Quality Assessment (YPQA)/School Age Program Quality Assessment (SAPQA) tool
- planning with data (using self-assessment and external assessment PQA data, and other program data as available)
- development of quality action plan (QAP) with goals for program improvement
- QAP progress check

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

CQI: Continuous quality improvement
QAP: Quality action plan
SAPQA: School Age Program Quality Assessment
YPQA: Youth Program Quality Assessment

PRINCIPAL SIGNATURE

Review and mark all commitments:

Our lead agency and school partner understand district expectations regarding the after school program's participation in the Continuous Quality Improvement (CQI) process summarized above. We agree to the following expectations:

- Lead agency will budget adequately to ensure program staff participate collaboratively in each step of the CQI process.
- Site coordinator will participate in CQI trainings to develop her/his leadership in leading continuous quality improvement processes.
- Lead agency director will provide coaching support and monitoring to Site Coordinator to ensure completion of a meaningful CQI process, and thoughtfully completed CQI deliverables.
- Site coordinator will share CQI data with Site Administrator and school staff.
- Lead agency and school partner will work collaboratively to support the implementation of the program's Quality Action Plan, including providing staff with adequate training and resources to improve the quality of their practices.

LEAD AGENCY SIGNATURE



International Community School Afterschool Program

Program Schedule 2019-2020

<p>TCN- 2:45 pm- 5:00pm ICS- 3:00 pm- Start time</p> <p>Wed: TCN- 1:15pm- 3:00pm ICS- 1:30pm</p>	<p>Girls Inc. Grades K-5th 2:45pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>	<p>Girls Inc. Grades K-5th 2:45pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>	<p>Girls Inc. Grades K-5th 1:15pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>	<p>Girls Inc. Grades K-5th 2:45pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>	<p>Girls Inc. Grades K-5th 2:45pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>
<p>TCN- 2:45pm- 5:00pm ICS- 3:00pm- 5:10pm</p> <p>Wed: TCN- 1:15pm ICS- 1:30pm</p>	<p>Girls Inc. Grades K-5th 2:45pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>	<p>Girls Inc. Grades K-5th 2:45pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>	<p>Girls Inc. Grades K-5th 1:15pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>	<p>Girls Inc. Grades K-5th 2:45pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>	<p>Girls Inc. Grades K-5th 2:45pm-6:00pm</p> <p>Gathering (All 7 CAST k-5th grade)</p>
<p>3:30pm-5:00pm</p>	<p>Scholars in Training: C.A.S.T. Kinder C.A.S.T. 1st grade C.A.S.T. 1st/2nd grade C.A.S.T. 2nd grade</p> <p>Enrichment: C.A.S.T. 3rd grade C.A.S.T. 4th grade C.A.S.T. 5th grade</p>	<p>Scholars in Training: C.A.S.T. Kinder C.A.S.T. 1st grade C.A.S.T. 1st/2nd grade C.A.S.T. 2nd grade</p> <p>Enrichment: C.A.S.T. 3rd grade C.A.S.T. 4th grade C.A.S.T. 5th grade</p>	<p>Scholars in Training: C.A.S.T. Kinder C.A.S.T. 1st grade C.A.S.T. 1st/2nd grade C.A.S.T. 2nd grade</p> <p>Literacy C.A.S.T. 4th grade C.A.S.T. 5th grade Game Centers C.A.S.T. 3rd grade</p>	<p>Scholars in Training: C.A.S.T. Kinder C.A.S.T. 1st grade C.A.S.T. 1st/2nd Grade C.A.S.T. 2nd Grade Game Centers C.A.S.T. 4th grade C.A.S.T. 5th grade Literacy C.A.S.T. 3rd grade</p>	<p>ALL C.A.S.T. K-5th gr. CLUBS</p>
<p>5:00pm-6:00pm</p>	<p>Scholars in Training: C.A.S.T. 3rd grade C.A.S.T. 4th grade C.A.S.T. 5th grade</p> <p>Enrichment: C.A.S.T. Kinder C.A.S.T. 1st grade C.A.S.T. 1st/2nd grade C.A.S.T. 2nd grade</p>	<p>Scholars in Training: C.A.S.T. 3rd grade C.A.S.T. 4th grade C.A.S.T. 5th grade</p> <p>Enrichment: C.A.S.T. Kinder C.A.S.T. 1st grade C.A.S.T. 1st/2nd grade C.A.S.T. 2nd grade</p>	<p>Scholars in Training: C.A.S.T. 3rd grade C.A.S.T. 4th grade C.A.S.T. 5th grade</p> <p>Literacy C.A.S.T. Kinder C.A.S.T. 1st grade C.A.S.T. 1st/2nd grade C.A.S.T. 2nd Grade</p>	<p>Scholars in Training: C.A.S.T. 3rd grade C.A.S.T. 4th grade C.A.S.T. 5th grade</p> <p>Game Centers C.A.S.T. Kinder C.A.S.T. 1st grade C.A.S.T. 1st/2nd grade C.A.S.T. 2nd grade</p>	<p>Scholars in Training</p>
<p>6:00-6:10pm</p>	<p>All Program Dismissal</p>	<p>All Program Dismissal</p>	<p>All Program Dismissal</p>	<p>All Program Dismissal</p>	<p>All Program Dismissal</p>



International Community School Afterschool Program

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

REGULAR DAY SCHEDULE

		Instruction	All Grades
8:40			
10:05	10:25	RECESS	Kinder
10:35	10:50	RECESS	Grades 3-5
11:00	11:45	Lunch	Grades 1-2
12:00	12:40	Lunch	K & 3
12:55	1:30	Lunch	Grades 4-5
1:45	2:00	RECESS	Grades 1-2
3:00		Dismissal	All Grades

**Note: Kinder has a modified end of day schedule
Group A is dismissed at 2pm on Monday and Tuesday
Group B is dismissed at 2pm on Thursday and Friday*



International Community School and Think College Now Afterschool Program Registration Timeline

SPRING AND SUMMER ENROLLMENT TIMELINE

May 2019	June-July 2019	August 2019
May 13, 2019- Registration Packets available for all ICS/TCN families.	June 12th- June 21st- Program Manager reviews completed enrollment forms	August 1, 2019- 1 of 4 Family Orientations (enrollment forms Available)
May 13, 2019- Student Referral Forms available to TCN teachers.	June 24th-June 28th- Internal Enrollment Database inputting of Waitlisted and Accepted students.	August 5, 2019- 2 of 4 Family Orientations (enrollment forms Available)
May 15, 2019- Student Referral Forms available for ICS teacher.	July 9th-July 16th- Call Families and invite them to ASP Orientations.	August 5th- August 9th- Cityspan Enrollment
May 24, 2019 - Student Referral Forms due to ASP by 6:00pm.	July 16th-July 19th- Mail Invitation to Mandatory ASP orientation.	August 7, 2019- 3 of 4 Family Orientations(Enrollment forms available)
May 29, 2019- All enrollment forms due, Last Day of Program.		August 12, 2019- First Day of school
		August 28, 2019- 4 of 4 Family Orientations (Late Enrollment and Kinder Orientation)

**We will save 2-3 spaces per class for any students referred throughout the school year.*

**Any student with Golden Ticket status will receive automatic enrollment into program.*

PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

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

I give my child permission to participate in the 2019-20 _____ After-School Program.

Name of School: _____

Student's Name _____ Grade _____ Date of Birth _____

Parent/Guardian Name (Please print) _____ Signature _____ Today's Date _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

EMERGENCY CONTACT INFORMATION

In case of emergency, please contact:

Name _____ Relationship _____ Phone: work/home/cell _____

Name _____ Relationship _____ Phone: work/home/cell _____

Does your child have health coverage? Yes No

Name of Medical Insurance _____ Policy/ Insurance # _____ Primary Insured's Name _____

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

Parent/Guardian Name _____ Signature _____ Date _____

RELEASE OF LIABILITY

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



Parent/Guardian Signature

Date

AFTER-SCHOOL PROGRAM ATTENDANCE POLICIES

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

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

I understand that eligible students who are able to fulfill these attendance requirements have priority for enrollment and that if my child cannot fully participate, my child may lose his/her spot in the program.

I understand that my child (in 2nd grade or higher) must sign in to program daily and my child (applicable to high school students) or his/her parent/guardian must sign out of program daily.

STUDENT RELEASE/ PICK UP POLICY

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



Parent/Guardian Signature

Date

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

Name/Relationship

Phone Numbers: Home/Work/Cell

Name/Relationship

Phone Numbers: Home/Work/Cell

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

For the 2019-2020 school year, I give consent to Oakland Unified School District to disclose to After-School Program Staff my child's confidential academic data (test scores, report cards, attendance, and other performance indices), and input my child's data into the database created for afterschool programs for the sole purpose of providing targeted support and academic instruction and assessing the academic effectiveness of the After-School Program. I also give permission for After-School Program staff to monitor my student's progress and to request my child to voluntarily participate in evaluation surveys for the purpose of determining program effectiveness. I understand that consent to disclose information and evaluate programs is not a requirement to participate in the after-school program and that I can withdraw this consent at any time by notifying the After-School Program and the OUSD After-School Programs office in writing.



Parent/Guardian/Caretaker Signature

Date

PHOTO/VIDEO RELEASE

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

My child _____ may _____ may not

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

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



Parent/Guardian Signature

Date

SPECIAL NOTE REGARDING PROGRAM FEES

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

EARLY RELEASE WAIVER (OPTIONAL)
ELEMENTARY AND MIDDLE SCHOOL STUDENTS

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

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

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

- Parallel Program
- Family 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: _____

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



Parent/Guardian Signature

Date

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

FOR STUDENTS AGES 12 AND OLDER ONLY

School Site: _____

Name of Program: _____ Name of Student: _____

Grade: _____

Date of Birth of Student: _____

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

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

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



Parent/Guardian/Caretaker Signature

Date

After-School Programs, 2019-20

AFTER-SCHOOL PROGRAM NAME: _____

SCHOOL SITE: _____

STUDENT HEALTH FORM

STUDENT INFORMATION

Student's Name _____ Date of Birth _____

Grade in 2019-20 _____ Language spoken in the home _____

PARENT/GUARDIAN INFORMATION

Parent/Guardian Name (First, Last) _____

Student's Home Address _____

Phone (home) _____

Parent/Guardian Cell # _____ Parent/Guardian Work # _____

Name of Child's Doctor _____ Telephone _____

EMERGENCY

In case of emergency, please contact:

Name: _____ Relationship to student: _____

Phone Number: _____

HEALTH

Please check if your child has any of these Health Conditions and requires management after school:

HEALTH CONDITION	MEDICATION
<input type="checkbox"/> Severe Allergy to: _____	<input type="checkbox"/> Student has EpiPen® at school
<input type="checkbox"/> Asthma	<input type="checkbox"/> Student has Inhaler at school
<input type="checkbox"/> Diabetes	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Seizures	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Sickle Cell Anemia	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Cystic Fibrosis	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Other conditions: _____	<input type="checkbox"/> Student has medication at school

Medical History that may be of importance _____

List any Allergies: _____

Medications needed during the school day: _____

Medications needed After-School hours: _____

SPECIAL INSTRUCTIONS

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

See your School Nurse/Health Services for more information.

AUTHORIZATION TO TREAT MINOR

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

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

Date: _____ Parent/Guardian Signature: _____

Print Name: _____

Does your child have vision problems? _____

Have you ever been notified that your child has difficulty seeing? _____

Is your child supposed to wear glasses? _____

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

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant Name _____
(Print)

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

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

EBRPD Waiver - Swim Use

Rev. 3/09

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

OAKLAND UNIFIED SCHOOL DISTRICT AND _____
20__-20__ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

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

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

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

SIGNATURE _____
(Participant or Parent/Legal Guardian If under age of 18)

Today's Date _____

Participant Name (print)

Grade

Date of Birth

School

(COMPLETE INFORMATION ON BOTH SIDES)

OAKLAND UNIFIED SCHOOL DISTRICT AND _____
20__-20__ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

Participant Name (print) _____ Grade _____ Date of Birth _____

School _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____ Email Address _____

In case of emergency please contact:

Name _____ Relationship _____ Phone: work/home/cell _____

If the Participant Is A Minor (under age 18):

Print name of Parent or Legal Guardian of Minor _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____ Email Address _____

SIGNATURE _____ **Today's Date** _____
(Participant or Parent/Legal Guardian if under age of 18)

Student Participant Health Conditions

- Severe Allergy to: _____ Student has an Epi-pen at school
 Asthma Student has an inhaler at school
 Diabetes Student has medication at school
 Seizures Student has medication at school
 Sickle Cell Anemia Student has medication at school
 Other condition(s): _____ Student has medication at school

Medications needed during the school day: _____

Medications needed after school hours: _____

Special Instructions: _____

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

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



**INVOICING AND STAFF QUALIFICATIONS FORM
2019-2020**

Basic Directions	
<p align="center">Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.</p>	
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

Exhibit G (1)



PROCEDURE FOR INVOICING
Oakland Unified School District
Comprehensive After School Programs 2019-2020

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

- ◆ All 21st 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 1000 Broadway, Suite 150.
- ◆ 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 1st through the 30th or 31st.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 2019	August 25, 2019
September 8, 2019	September 22, 2019
October 10, 2019	October 24, 2019
November 9, 2019	November 21, 2019
December 8, 2019	December 21, 2019
January 10, 2020	January 25, 2020
February 9, 2020	February 27, 2020
March 9, 2020	March 23, 2020
April 10, 2020	April 25, 2020
May 10, 2020	May 23, 2020
June 7, 2020 for May invoices	June 22, 2020
June 15, 2020 for Final Billing	TBD

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

Exhibit G (2)



**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS
OUSD CERTIFICATED TEACHERS 2019-2020**

The following procedures are required in submitting fiscal forms for Paid In-service/Extended Time for OUSD employees utilizing 21st 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 21st 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 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers is \$26.61/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$34.67/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 5 weeks.***
September 15, 2019	October 20, 2019
October 16, 2019	November 22, 2019
November 15, 2019	December 22, 2019
December 15, 2019	January 22, 2020
January 12, 2020	February 22, 2020
February 15, 2020	March 22, 2020
March 15, 2020	April 20, 2020
April 16, 2020	May 22, 2020
May 15, 2020	June 22, 2020
June 7, 2020	June 29, 2020

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

Exhibit G (3)



**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)
for OUSD CLASSIFIED EMPLOYEES 2019-2020**

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 1000 Broadway, Suite 150.
- ◆ Rate varies depending on employee's hourly rate

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates
September 15, 2019	September 29, 2019
September 29, 2019	October 12, 2019
October 12, 2019	October 31, 2019
October 31, 2019	November 15, 2019
November 15, 2019	November 30, 2019
November 30, 2019	December 15, 2019
December 15, 2019	December 29, 2019
December 22, 2019	January 12, 2020
January 12, 2020	January 31, 2020
January 31, 2020	February 15, 2020
February 15, 2020	February 28, 2020
February 28, 2020	March 15, 2020
March 15, 2020	March 29, 2020
March 29, 2020	April 14, 2020
April 13, 2020	April 30, 2020
April 30, 2020	May 15, 2020
May 15, 2020	May 31, 2020
May 31, 2020	June 15, 2020
June 7, 2020	June 29, 2020

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2018

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

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

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710		CONTACT NAME: Aliyyah Harvey PHONE (A/C, No, Ext): (510) 548-8200 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com FAX (A/C, No): (510) 548-6145	
INSURED Oakland Leaf Foundation 1212 Broadway Suite 700 Oakland CA 94612		INSURER(S) AFFORDING COVERAGE INSURER A: NIAC NAIG # 99998 INSURER B: Employers Compensation Ins. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1892811285 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	201816332NPO	10/05/2018	10/05/2019	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
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		201816332UMBPO	10/05/2018	10/05/2019	EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	EIG202783205	10/30/2018	10/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oakland Unified School District is additional insured with respect to the operations of the named insured per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn: Risk Management
 1000 Broadway, Suite 440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Oakland CA 94607

AUTHORIZED REPRESENTATIVE

Aliyyah Harvey

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 six comprehensive after-school programs for elementary and middle school students, a school-based community garden and ecology programs, and a



OAKLAND LEAF

Oakland Leaf Statement of Qualifications

four-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 501(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 our HR & Finance Director manages fiscal operations with the support from our Executive Director. 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, OUSD, ASES, and 21st Century Community Learning Centers. All of our programs adhere to comprehensive City and State standards for fiscal and administrative requirements such as staff-to-youth ratios and units of service requirements as well as measures for accountability including quarterly evaluations, submission of reports, and invoicing.

EXHIBIT J

Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

-
- President, Board of Education
 - Superintendent or Designee

Secretary, Board of Education

AGENCY

EMPLOYEE



Memo

Date: March 20, 2019
RE: Staff Qualifications

To Whom It May Concern:

All Oakland Leaf employees, volunteers, and agents working in our OUSD after-school program will have fingerprint clearance through the Department of Justice and FBI, and will also have TB clearance before they begin work on OUSD School sites for the 2019-2020 School Year Program Dates.

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
Deputy Director

SAM Search Results
List of records matching your search for :
Search Term : oakland leaf foundation*
Record Status: Active

No Search Results



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2018-2019

Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on Escape
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 Foundation	Agency's Contact Person	Melissa Mendez Ochoa
Street Address	520 3rd Street, Suite 109	Title	Executive Director
City	Oakland	Telephone	510-564-4334
State	CA	Zip Code	94607
OUUSD Vendor Number	003138	Email	melissa.mendez_ochoa@oaklandleaf.org
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. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	August 1, 2019	Date work will end	July 31, 2020	Total Contract Amount	\$ 96,589.00
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Budget Information

Resource #	Resource Name	Budget #	Amount	Req. #
6010	ASES	010-6010-0-1110-4000-5825-186-1880-1553-0106-99999	\$ 96,589.00	19/20 Funds
			\$	
			\$	
			\$	

OUUSD Contract Originator Information

Name of OUSD Contact	Eleanor Alderman	Email	eleanor.alderman @ousd.org		
Telephone	510-532-5400	Fax	510-532-5464		
Site/Dept. Name	186/International Community School	Enrollment Grades	K	through	5

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied -- Reason	Date
1. Site Administrator			5/27/2019
2. Resource Manager			5/29/2019
3. Network Superintendent/Deputy Chief/Exec Dir.			5/29/2019
4. Cabinet (CAO, SBO, CFO)			5/29/2019
5. Board of Education or Superintendent			
Procurement	Date Received		