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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education *[Signature]*
 From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
 (To be completed by
 Procurement)

April 24, 2013

Subject Memorandum of Understanding - Education for Change (contractor) - Lazear Charter Academy (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Education for Change. Services to be primarily provided to 132/Lazear Charter Academy for the period of July 1, 2012 through June 30, 2013.

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

Discussion
One paragraph summary of the scope of work.
 Approval by Board of Education of a Memorandum of Understanding between District and Education for Change, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Lazear Charter Academy's comprehensive After School Program for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$106,875.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Education for Change. Services to be primarily provided to 132/Lazear Charter Academy for the period of July 1, 2012 through June 30, 2013.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$106,875.00.

Attachments

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

Memorandum of Understanding 2012-2013 Between Oakland Unified School District and

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Education for Change ("AGENCY") to serve as the lead agency to provide an after-school educational program 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 Lazear School under the following grant:
 - After School Education and Safety Program ("ASESP")
2. **Term of MOU.** The term of this MOU shall be July 1, 2012 to June 30, 2013 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASESP grant award amount for Education for Change for the benefit of Lazear School is \$106,875.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
 - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees.
 - 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be provided to OUSD bi-annually for CDE reporting semi-annual attendance reporting. July – December 2012 attendance must be provided to OUSD before January 31, 2013. January – June 2013 attendance must be provided to OUSD by July 10, 2013.
 - 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP 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 5% from the overall ASESP grant award for central administrative costs
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 10% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP program.
- 4.5. **Program Budget.** As OUSD remains the fiscal agent of Lazear grant funds, the grant will remain as part of the OUSD After School Programs ASESP budget. Funds will be encumbered from the OUSD After School Programs ASESP budget on behalf of AGENCY for the school year 2012-2013 and will not exceed \$106,875.00 in accordance with **Exhibit A** ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2012-13").
- 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 ASESP program is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.
5. **Scope of Work.** AGENCY will serve as lead agency at Lazear Elementary School, will be responsible for operations and management of the ASESP grant contracted to AGENCY by OUSD for fiscal year 2012-2013. 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 School Site Plan** (AGENCY will ensure the after school program aligns with Lazear School goals and objectives to ensure the success of students as articulated in the school's 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.

5.2. **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 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 Lazear 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 2012 – 2013 school year. AGENCY will close the ASEP program no more than a maximum of 3 days in the 2012-13 school year for staff professional development, as permitted by Education Code. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP grant for students at Lazear School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.

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

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

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

- Financial reports, by July 10, 2013 and earlier, as requested for fiscal monitoring
- Activity reports, by July 10, 2013, and earlier, as requested for program monitoring
- Outcomes reports: behavioral and academic, to include all data required for CDE reporting, including school day attendance, CST scores, and other required performance indicators, by September 30, 2013 for CDE statewide evaluation reporting

5.5.2. **Attendance Reports.** Providing OUSD with attendance reports and maintaining required attendance records, 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. Copies of attendance records will be provided to OUSD upon request for ongoing program monitoring. AGENCY will provide program attendance reports, before January 31, 2013 for 1st Semi-Annual reporting, and by July 10, 2013 for 2nd Semi-Annual attendance reporting to CDE.

5.5.3. **Use of Enrollment Packet.** AGENCY will utilize an Education for Change after school parent permission and enrolment packet which includes an early release waiver, for all after school participants. AGENCY will provide OUSD with a copy of the after school enrollment packet upon request.

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

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

- Administration, faculty, and staff of Lazear School
- OUSD After School Programs Office
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

- AGENCY shall provide the 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. (**Exhibit B**)
- AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

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

- 6.1.1. a full description of the trip and scheduled activities
- 6.1.2. student/adult participant health information

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

and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. Supervision
 - 6.6.1. AGENCY Executive Director must review and approve supervision plan.
 - 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
 - 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
 - 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
 - 6.6.5. Adult:Student Ratio. AGENCY shall comply with its insurance and risk management requirements for all trips, including those that may be "high risk," in determining adult to student ratio.
 - 6.6.6. Safety requirements have been met (e.g., current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator

has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

6.9. Vendor is licensed to provide all proposed activities.

6.10. Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g., swimming, snow trips, horseback riding, sailing, rafting, etc.) must be covered by medical or accident insurance.

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

6.11.1. [Intentionally Left Blank]

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all AGENCY chaperones.

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

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

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

6.11.6. **Vendor Proof of Insurance:** AGENCY has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

6.12.1. Swimming Activities

6.12.1.1. 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.

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

6.12.1.3. 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.

6.12.1.4. 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.

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

6.12.1.6. 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.

6.12.1.7. 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 (**Exhibit C**), 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 grant funds contracted to AGENCY by OUSD for fiscal year 2012-2013. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

7.2. **Disputes.** AGENCY shall make all records related to ASEP 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 funds.
- 8.3. **Invoice Requirements.** AGENCY will provide documentation that all ASES staff and agents, including employees of subcontracting agencies and volunteers, fulfill the following staff qualifications: 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 D**) 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 E**)
- 8.5. **Submission of Invoices for ASES Grant.** For services rendered related to the ASES grant, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASES grant, with a cumulative total for 2012-13 not to exceed \$106,875.00 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 D**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES program 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 2012-13 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

11.2. **Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:

11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.

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

11.2.3. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

11.3. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

11.4. **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 in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900

and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, 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 "AVII" in Best Insurance Rating Guide, the following policies of insurance:
 - 13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
 - 13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.
- The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. (**Exhibit F** - "Certificates of Insurance").
14. **Litigation.** [This section is intentionally deleted by the parties].
 15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
 16. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
 17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant 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.epls.gov/epls/search.do>)

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

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
 Superintendent

Secretary,
Board of Education

Associate Superintendent
Family, School, and Community Partnerships Dept.

Principal

Regional Executive Officer

4/25/13
Date

4/25/13
Date

3/27/13
Date

4/2/13
Date

4/3/13
Date

AGENCY

Agency Director Signature

4/2/13
Date

Print Name, Title

Attachments:

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

MOU template approved by Legal May, 2012

File ID Number: 13-0562
Introduction Date: 4/24/13
Enactment Number: 13-0666
Enactment Date: 4/24/13
By: OS

Exhibit A

ASES AND 21ST CCLC AFTER SCHOOL PROGRAM PLAN
AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET

(Template distributed separately)

INSERT HERE

2012-2013 ASES Lazear

Mon, Tues, Thurs, Fri	Grades	Monday/Friday	Wednesday	Tues/ Thurs
3:15-3:30	All	Snack For Everyone		
Session 1: 3:35- 4:15 * Academics * Enrichement * Recreation	k/1	Healthy Cooking class/ Physical Education- Mario Padilla (Cafeteria/Room29)		
	2nd	Spanish Club - Miriam Dominguez (room 30)		
	3rd	Spanish Club - Maribel Melendez (room 11)		
	4th	Art to Empower Class-Christy(room 20)	Performing Arts- Crystal (rm 21)	
	5th	Dance- Jaz (stage/teacher lunchrm)	Performing Arts- Crystal (rm 21)	Sports- Hawaii (teacher lunchrm/ outside)
	6th	Performing Arts- Crystal (rm 21)	Dance- Jaz (stage/teacher lunchrm)	Leadership Class-Cristian (rm 20)
Session 2: 4:20- 5:30 * Academics * Enrichement * Recreation * Homework Help	k/1	Spanish Club - Miriam Dominguez (room 30)		
	2nd	Healthy Living/Cook class- Mario (rm 29)	Sports- Hawaii (teacher lunchrm/ outside)	
	3rd	Dance- Jaz (stage/teacher lunchrm)	Healthy Living/ Cook class- Mario Padilla (rm 29)	
	4th	Spanish Club - Maribel Melendez (room 11)		
	5th	Art to Empower Class-Christy(room 20)	Performing Arts- Crystal (rm 21)	
	6th	Performing Arts- Crystal (rm 21)	Leadership Class-Cristian (rm 20)	
Session 3: 5:30-6pm	All	Parent conferences / Extra Tutoring		

**Wed
(Early Release)**

ONLY FOR KINDER-3RD
2:25-2:35 Structure Playtime
Session 1: 2:40 – 3:40pm
Session 2: 3:45– 5:30pm
*** includes homework time**

2:00-2:20 Snack
ONLY FOR 4th-6th GRADES
Session 1: 2:25 – 3:25
Structure Playtime 3:25-3:40
Session 2: 3:40– 5:30
*** includes homework help**
Parent Conference/ Extra Tutoring

2012-2013 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 03.2012

Site Name: Lazear Charter Academy		ASES	OFCY	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #:		Resource 6010, Program 1553				
Average # of students to be served daily (ADA):	%	OUSD	Grantee:	Lead Agency	Other	Lead Agency
TOTAL GRANT AWARD		\$112,500	\$0	\$0	\$0	\$0

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

OUSD Administrative Fees (5%)		\$5,625				
TOTAL SITE ALLOCATION		\$106,875				

CERTIFICATED PERSONNEL

						\$0
		\$0				\$0
						\$0
Total certificated		\$0				\$0

CLASSIFIED PERSONNEL

2205	Site Coordinator (list here, if district employee)	\$0	\$0	\$0		\$0
2220	SSO	\$0				\$0
	Kahgadai & Galavis	\$0				\$11,288
	Total classified	\$0	\$0	\$0		\$11,288

BENEFITS

3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$0				
3000's	Employee Benefits for Salaried Employees (40%)	\$0				
3000's	Lead Agency benefits (rate: 25 %)		\$0			\$2,822
	Total benefits	\$0	\$0	\$0		\$2,822

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)	\$0				\$0
4310	Curriculum (OUSD only)	\$0				\$0
5829	Field Trips	\$0				\$0
4420	Equipment (OUSD only)	\$0				\$0
	Total books and supplies	\$0	\$0	\$0		\$0

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)		\$26,000			
5825	Hero		\$11,272			
5825	Instructors (\$16/hr)		\$55,888			
5825	Americorps		\$5,000			
5825	Supporting Services and Supplies		\$8,715			
5825			\$0			
5825			\$0			
5825						
5825						
5825		\$0				
5825						
5825						
	Total services	\$0	\$106,875	\$0	\$0	\$0

IN-KIND DIRECT SERVICES

2012-2013 Elementary/Middle School After School Program Budget

IN-KIND DIRECT SERVICES

5600	Copier Rental & Overage costs						\$0	\$2,000
5600	Facility Rental, utilities and custodial						\$0	\$9,375
	After School Volunteers							\$9,900
	Total value of in-kind direct services					\$0	\$0	\$21,275

LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)			\$0	\$0			\$4,275
--	---	--	--	-----	-----	--	--	---------

SUBTOTALS

	Subtotals DIRECT SERVICE	95	\$0	\$106,875	\$0	\$0	\$0	\$35,385
	Subtotals Admin/Indirect	5	\$5,625	\$0	\$0	\$0		\$4,275

TOTALS

	Total budgeted per column		\$5,625	\$106,875	\$0	\$0	\$0	\$39,660
	Total BUDGETED	100	\$112,500		\$0	\$0	\$0	\$39,660
	BALANCE remaining to allocate		\$0		\$0			
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500		\$0			

ASES MATCH REQUIREMENT:

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

Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	0
Total Match amount left to meet:	28,125

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

Exhibit B

SCHEDULE OF FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES FOR AFTER SCHOOL PROGRAM

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

Contact Information:

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

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

- Fall Semester – 8/27/12 to 1/25/13
- Spring Semester – 1/28/13 to 6/13/13
- Summer Program (Specify dates: _____ to _____)

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

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

EBRPD Waiver - Swim Use
Rev. 3/09

INVOICING AND STAFF QUALIFICATIONS FORM 2012-13

Basic Directions
<p>Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.</p> <ol style="list-style-type: none"> 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 E



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

PROCEDURE FOR INVOICING

Oakland Unified School District
Comprehensive After School Programs 2012-2013

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 495 Jones Avenue, in the Brookfield Annex.
- ◆ 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 September 1-30th is due in our office on the 11th of October (the 10th is a Sunday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

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

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 2012	August 26, 2012
September 9, 2012	September 23, 2012
October 10, 2012	October 24, 2012
November 10, 2012	November 25, 2012
December 9, 2012	December 23, 2012
January 10, 2013	January 23, 2013
February 10, 2013	February 24, 2013
March 9, 2013	March 23, 2013
April 10, 2013	April 23, 2013
May 10, 2013	May 25, 2013
June 11, 2013 for May invoices	June 25, 2013
June 15, 2013 for Final Billing	TBD

If there are any questions regarding the invoicing process, please contact our office at (510) 568-1022.

Exhibit F

CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

INSERT HERE



EDUC600

OP ID: ES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/12

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

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

PRODUCER United Agencies/High Ground High Ground Insurances 3625 Del Amo Blvd, suite 200 Torrance, CA 90503 Greg Martin	310 542-4600 310 542-8400	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Education for Change 303 Hegenberger Rd #301 Oakland, CA 94621	INSURER A: Great American Insurance		
	INSURER B: New York Marine & General Ins.		
	INSURER C: Philadelphia Insurance		
	INSURER D: RSUI Indemnity Company		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		PAC0307572	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PAC0307572	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB0307573	07/01/12	07/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC201200001991	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" 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
C	Cyber Liability		PHSC759260	07/01/12	07/01/13	Cyber Lia 1,000,000
D	Directors & Office		NHP647152	07/01/12	07/01/13	D&O Liab 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: All Operations of the Insured. Thirty (30) days notice of cancellation except 10 days for non-payment of premium.

CERTIFICATE HOLDER

GENERIC

To Whom It May Concern
 This Certificate is issued as
 Proof of Coverage Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Exhibit G

STATEMENT OF QUALIFICATIONS

INSERT HERE



Search

Our mission is to provide a superior public education to Oakland's most under served children by creating a system of public schools that relentlessly focuses on our students' academic achievement. We believe that high quality instruction, and its continuous refinement, will lead to success for our students. When our students succeed, they will be prepared to make thoughtful and informed choices that will set them on a path for a successful life.

To be prepared, our students will be...

- Self-motivated, self-aware, and confident learners with a high level of resilience who strive for excellence
- Critical-thinkers who know how to solve problems, make informed decisions and generally navigate life in the 21st century
- A powerful, culturally-competent and positive citizen of the world
- Technologically and academically capable young people who are prepared to succeed and compete with their peers when they move from EFCPS
- Collaborative team players who can both facilitate and participate in collective efforts
- Fit young people who are able to make good choices to maintain a healthy and safe life



Strategic initiatives for EFC

Initiatives for EFC	Objectives
1 A pK-12 portfolio	<ul style="list-style-type: none"> Ensure EFC students have the skills/motivation to attend and complete a quality 4-year college Increase the EFC impact in target neighborhoods; support neighborhood transformation Design and open schools to serve grades 6-12; design and operate preschool programs
2 Human capital	<ul style="list-style-type: none"> Develop a leadership pipeline and ensure staff have opportunities for growth as we grow Ensure human capital systems are in place to ensure high quality staff are recruited, selected, retained and supported
3 Community partnership	<ul style="list-style-type: none"> Improve community perception and build greater EFCPS awareness Cultivate and grow partnerships with institutional community including OUSD, ACOE, other CMO/ charters and schools and private sector (companies and industry bodies) Ensure EFCPS has a robust and effective fundraising/public relations campaign
4 Family leadership	<ul style="list-style-type: none"> Build family leadership through site and organization-wide Family Leadership Councils; build leader capacity to participate authentically on the Board of Directors Increase site capacity to more authentically engage families and build a family community that becomes strong advocates for EFC
5 Integrate technology	<ul style="list-style-type: none"> Build teacher capacity to integrate technology into the instructional program and build student capacity to use technology as a learning tool Ensure all schools have the equipment necessary to maximize technological resources Bring disparate data sources together and enable high quality and efficient reporting on data
6 Evolving the instructional program	<ul style="list-style-type: none"> Ensure an efficient and effective balance of autonomy and oversight at EFCPS schools by developing an autonomy for accountability framework (instructional program, professional development, student support, school culture, facilities/budget management, family engagement) Align EFC schools around research-based best practice; provide development opportunities and identify/train coaches to support these practices Build site capacity to articulate and manage their instructional programs (pedagogy, curricular materials, site-based assessments, continuum of practice, the structure of the curriculum) Develop a comprehensive assessment system that integrates technology



[Homepage](#)
[Beyond the Basics Campaign](#)
[Our Schools](#)
[Teacher FAQ](#)
[History of EFC](#)
[Enroll Now](#)
[Contact Us](#)



Education *for* Change

Public Schools

March 15, 2013

To Whom It May Concern:

Education for Change verifies that all its employees and consultants comply with Education for Change personnel requirements and must receive fingerprint background checks through DOJ and FBI, must pass fingerprint requirements and must also have a TB clearance before they begin working or provide any services to students.

Fabiola Harvey


A handwritten signature in blue ink that reads "Fabiola Harvey". The signature is fluid and cursive, with the first name being more prominent.

Chief Operating Officer, Education for Change

Search Results

Current Search Terms: Bay* Area* community* resources*

Your search for "Bay* Area* Community* Resources*" returned the following results...

Entity	BAY AREA COMMUNITY RESOURCES, INC.	Status: Active 
DUNS: 102947132	CAGE Code: 3VGW8	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.794.20130318-2349

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





MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

Basic Directions

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

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

Agency Information

Agency Name	Education for Change		Agency's Contact Person	Fabiola Lilian Harvey	
Street Address	303 Hegenberger Road, Suite 301		Title	Chief Operating Officer	
City	Oakland		Telephone	(510) 904-6351	
State	CA	Zip Code	94621	Email	fharvey@efcps.net
OUSD Vendor Number	V054467				
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.epls.gov/epls/search.do)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2012	Date work will end	06/30/2013	Total Contract Amount Grant: \$	\$106,875.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	9221553102	5825	\$ 106,875	R0315149
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Julia Ma	Email	julia.ma@ousd.k12.ca.us		
Telephone	(510) 273-1541	Fax	(510) 273-1551		
Site/Dept. Name	922	Lazear Charter Academy	Enrollment Grades	K	through 8

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.epls.gov/epls/search.do>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>[Signature]</i>		4/2/13
2. Oakland After School Programs Office	<i>[Signature]</i>		4-2-13
3. Network or Executive Officer	<i>[Signature]</i>		4.3.13
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	<i>[Signature]</i>		4-8-2013
5. Board of Education or Superintendent			
Procurement	Date Received		