

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	17-0517
Introduction Date	4/12/17
Enactment Number	
Enactment Date	



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

# Memo

**To** The Board of Education  
**From** Devin Dillon, Ph.D., Interim Superintendent

**Board Meeting Date** April 12, 2017  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding Amendment - 1  
Love.Learn.Success Corporation Vallejo CA (contractor, City State)  
235/Melrose Leadership Academy (site/department)

**Action Requested** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Love.Learn.Success Corporation. Services to be primarily provided to 235/Melrose Leadership Academy for the period of July 1, 2016 through August 20, 2017.

**Background**  
*A one paragraph explanation of why an amendment is needed.*  
Love. Learn. Success. will provide additional enrichment specialists and curriculum to support newly added enrichment classes to the current program for students during the after school program. Classes include arts & origami, youth service projects (Upward Roots), and Ballet Folklorico.

**Discussion**  
*One paragraph summary of the amended scope of work.*  
Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between the District and Love.Learn.Success Corporation, Vallejo, CA, for the latter to provide additional enrichment specialists and curriculum to support newly added enrichment classes to the current program for students during the after school program; classes include arts & origami, youth service projects (Upward Roots), and Ballet Folklorico at Melrose Leadership Academy for the period of July 1, 2016 through August 20, 2017, in the amount of \$10,000.00, increasing the agreement from \$97,975.00 to an amount not to exceed \$107,975.00. All other terms and conditions remain in full force and effect.

**Recommendation** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Love.Learn.Success Corporation. Services to be primarily provided to 235/Melrose Leadership Academy for the period of July 1, 2016 through August 20, 2017.

**Fiscal Impact** Funding resource name (please spell out) 0000/Instruction Program Investment not to exceed \$ 10,000.00

**Attachments**

- MOU Amendment
- Copy of original MOU



# CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With Every Consent Agenda Contract.**

**Legislative File ID No.** 17-0517

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** Love, Learn, Success Corporation

**Contract Term:** Start Date: 07/01/2016 End Date: 08/20/2017

**Annual Cost:** \$ 10,000.00

**Approved by:** Moyra Contreras

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

This organization has demonstrated experience and capacity serving in the after school lead agency role. Love, Learn, Success Corporation has successfully met all requirements of OUSD's Lead Agency Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office. Love, Learn, Success is currently the lead agency for the After School Program at Melrose Leadership Academy.

**Summarize the services this Vendor will be providing.**

Consultant will provide additional staff and curriculum to support newly added enrichment classes to the current program for students during the after school program to include arts, origami, and youth service projects, and Ballet Folklorico.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements.

The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



**MEMORANDUM OF UNDERSTANDING 2016-2017**  
**AMENDMENT ROUTING FORM**

**Basic Directions**

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

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

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

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

**Agency Information**

Agency Name	Love.Learn.Success Corporation		Agency's Contact Person	Ann Ngo	
Street Address	21 Ebbetts Pass Road		Title	Executive Director	
City	Vallejo	State	CA	Telephone	1-800-819-3110 Ext. 1
Zip Code	94589	OUSD Vendor Number	1006261	Email	ann@lovelearnsuccess.org

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

**Compensation – Must be within OUSD Billing Guidelines**

Original MOU Amount	\$ 97,975.00	Original PO Number	P1701319
Amended MOU Amount	\$ 10,000.00	New Requisition Number	R0173115
New Total MOU Amount	\$ 107,975.00		

**Budget Information**

Resource #	Resource Name	Org Key #	Object Code	Amount
0000	Instr Program Investment	2351101101	5825	\$ 10,000.00
			5825	
			5825	
			5825	

**OUSD Contract Originator Information**

Name of OUSD Contact	Moyra Contreras	Email	moyra.contreras@ousd.org
Telephone	510-535-3832	Fax	510-535-3834
Site/Dept. Name	235/Melrose Leadership Academy		

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

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

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

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-0517
Introduction Date	4/12/17
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**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

## AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

The Oakland Unified School District (OUSD) and Love.Learn.Success Corporation (Agency) entered into a Memorandum of Understanding (MOU) on July 1, 2016. The parties agree to amend that Agreement as follows:

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

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

Consultant will provide additional enrichment specialists and curriculum to support newly added enrichment classes to the current program for students during the after school program. Classes include arts & origami, youth service projects (Upward Roots), and Ballet Folklorico.

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

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

- Increase of \$ 10,000.00 to original MOU amount – Funding Source: 0000/Instructional Program Investment  
 Decrease of \$ \_\_\_\_\_ to original MOU amount– Funding Source: \_\_\_\_\_

The New Cumulative Amount of ISA(s) is not to exceed: One Hundred Seven Thousand, Nine Hundred Seventy Five dollars (\$ 107,975.00).

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

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

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

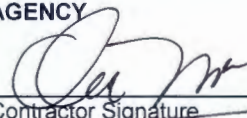
6. **Approval:** This MOU is not effective and no payment shall be made to Agency until it is approved. Approval requires signature by the Board of Education, and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

- President, Board of Education  
 Superintendent

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor Signature

MARCH 17, 2017  
Date

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/15/2017

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 Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Jay-Marie Garcia		925-210-1717	CONTACT NAME: Jay-Marie Garcia
			PHONE (A/C, No, Ext): 925-210-1717
			FAX (A/C, No): 925-210-1818
			E-MAIL ADDRESS: jay@diablovalleyinsurance.com
			INSURER(S) AFFORDING COVERAGE
			INSURER A: Nonprofits' Ins Alliance of Ca
			INSURER B: Employers Preferred Insurance
			INSURER C:
			INSURER D:
			INSURER E:
			INSURER F:
INSURED Love Learn Success, Inc David Becerra 211 Ebbetts Pass Rd Vallejo, CA 94589			NAIC # NIAC 10346

## 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 INSD	SUBR 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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	2016-49676	11/21/2016	11/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2016-49676	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N / A If yes, describe under DESCRIPTION OF OPERATIONS below			EIG225422301	08/07/2016	08/07/2017	<input 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)

The certificate holder named below is added as an additional insured under the General Liability Policy but only as their interest may appear as respects to the above named insured's use of premises per forms CG 2011 (04-13) and NIAC-E61 (12-15) attached. Evidencing Worker's Compensation Insurance & NOA & Hired Auto Liability

## CERTIFICATE HOLDER

OAKLAND UNIFIED  
SCHOOL DISTRICT  
RISK MANAGEMENT  
1000 BROADWAY SUITE 440  
OAKLAND, CA 94607

OAKLA11

## 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

Jay-Marie Garcia

# Love. Learn. Success. - MLA Program Schedule

## Grades 2<sup>nd</sup> - 5<sup>th</sup> Grades 2016-2017



Time	Monday	Tuesday	Wednesday	Thursday	Friday
1:00 - 1:10	X	X	Sign-In - 2 <sup>nd</sup> - 5 <sup>th</sup>	X	X
1:10 - 2:10			Capoeira - 2 <sup>nd</sup> - Upper Yard Outdoor Games - 3 <sup>rd</sup> - Lower Yard Mixed Media Art - 4 <sup>th</sup> - Port. 23 Arts & Crafts - 5 <sup>th</sup> - Port. 24		
2:10 - 3:00			Academic Support - 2 <sup>nd</sup> - Rm. 4 Arts & Crafts - 3 <sup>rd</sup> - Port. 24 Capoeira - 4 <sup>th</sup> - Upper Yard Academic Support - 5 <sup>th</sup> - Rm. 13		
3:00 - 3:25	Attendance/Snack (2 <sup>nd</sup> -5 <sup>th</sup> )	Attendance/Snack (2 <sup>nd</sup> -5 <sup>th</sup> )	Attendance/Snack (2 <sup>nd</sup> -5 <sup>th</sup> )	Attendance/Snack (2 <sup>nd</sup> -5 <sup>th</sup> )	Attendance/Snack (2 <sup>nd</sup> -5 <sup>th</sup> )
3:25 - 4:15	Ac. Support - 2 <sup>nd</sup> - Rm. 4 Ac. Support - 3 <sup>rd</sup> - Rm. 3 Ac. Support - 4 <sup>th</sup> - Rm. 17 Ac. Support - 5 <sup>th</sup> - Rm. 13 <b>Art &amp; Origami - 2<sup>nd</sup> - 5<sup>th</sup></b>	Ac. Support - 2 <sup>nd</sup> - Rm. 4 Ac. Support - 3 <sup>rd</sup> - Rm. 3 Ac. Support - 4 <sup>th</sup> - Rm. 17 Ac. Support - 5 <sup>th</sup> - Rm. 13	Arts & Crafts - 2 <sup>nd</sup> - Port. 24 Ac. Support - 3 <sup>rd</sup> - Rm. 3 Ac. Support - 4 <sup>th</sup> - Rm. 17 Capoeira - 5 <sup>th</sup> - Upper Yard <b>Art &amp; Origami - 2<sup>nd</sup> - 5<sup>th</sup></b>	Ac. Support - 2 <sup>nd</sup> Ac. Support - 3 <sup>rd</sup> Ac. Support - 4 <sup>th</sup> Ac. Support - 5 <sup>th</sup>	Ballet Folklorico - 2 <sup>nd</sup> - Cafeteria Capoeira - 3 <sup>rd</sup> - Upper Yard Arts & Crafts - 4 <sup>th</sup> - Port. 24 Mixed Media Art - 5 <sup>th</sup> - Port. 23 <b>Ballet Folklorico - 2<sup>nd</sup> Grade - Cafeteria</b>
4:15 - 5:10	Enrichment - 2 <sup>nd</sup> - Rm. 4 Mural Painting - 3 <sup>rd</sup> - Rm. 3 Outdoor Games - 4 <sup>th</sup> - Lower Yard STEM - 5 <sup>th</sup> - Rm. 13	Outdoor Games - 2 <sup>nd</sup> - Lower Yard STEM - 3 <sup>rd</sup> - Rm. 13 Art & Origami - 4 <sup>th</sup> - Rm. 17 Mural Painting - 5 <sup>th</sup> - Rm. 3	Outdoor Games - 2 <sup>nd</sup> - Upper Yard Capoeira - 3 <sup>rd</sup> - Upper Yard Arts & Crafts - 4 <sup>th</sup> - Port. 24 Outdoor Games - 5 <sup>th</sup> - Lower Yard <b>Ballet Folklorico - 5<sup>th</sup> Grade - Cafeteria</b>	Enrichment - 2 <sup>nd</sup> - Rm. 4 Mural Painting - 3 <sup>rd</sup> - Rm. 3 Outdoor Games - 4 <sup>th</sup> - Lower Yard STEM - 5 <sup>th</sup> - Rm. 13	Arts & Crafts - 2 <sup>nd</sup> - Port. 24 Ballet Folklorico - 3 <sup>rd</sup> - Cafeteria Capoeira - 4 <sup>th</sup> - Upper Yard Mixed Media Art - 5 <sup>th</sup> - Port. 23 <b>Ballet Folklorico - 3<sup>rd</sup> Grade - Cafeteria</b>
5:10 - 6:00	STEM - 2 <sup>nd</sup> - Rm. 4 Outdoor Games - 3 <sup>rd</sup> - Lower Yard Mural Painting - 4 <sup>th</sup> - Rm. 3 Percussion - 5 <sup>th</sup> - Rm. 13	Mural Painting - 2 <sup>nd</sup> - Rm. 3 Art & Origami - 3 <sup>rd</sup> - Rm. 13 STEM - 4 <sup>th</sup> - Rm. 17 Outdoor Games - 5 <sup>th</sup> - Lower Yard	Closing Activity 2 <sup>nd</sup> Grade - Rm. 4 3 <sup>rd</sup> Grade - Rm. 3 4 <sup>th</sup> Grade - Port. 24 5 <sup>th</sup> Grade - Lower Yard	STEM - 2 <sup>nd</sup> - Rm. 4 Outdoor Games - 3 <sup>rd</sup> - Lower Yard Enrichment - 4 <sup>th</sup> - Rm. 17 Mural Painting - 5 <sup>th</sup> - Rm. 3	Capoeira - 2 <sup>nd</sup> - Upper Yard Arts & Crafts - 3 <sup>rd</sup> - Port. 24 Ballet Folklorico - 4 <sup>th</sup> - Cafeteria Baseball - 5 <sup>th</sup> - Lower Yard <b>Ballet Folklorico - 4<sup>th</sup> Grade - Cafeteria</b>
6:00	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

# Love. Learn. Success. - MLA Program Schedule

## Grades 6<sup>th</sup>-8<sup>th</sup> Grades 2016-2017



Time	Monday	Tuesday	Wednesday	Thursday	Friday
1:00 - 1:10	X	X	Sign-In (6 <sup>th</sup> -8 <sup>th</sup> )	X	X
1:10 - 2:10			Cooking & Nutrition - 6 <sup>th</sup> - 8 <sup>th</sup> Leadership - 6 <sup>th</sup> - 8 <sup>th</sup> Gardening - 6 <sup>th</sup> - 8 <sup>th</sup> Upward Roots - 6 <sup>th</sup> -8 <sup>th</sup>		
2:10 - 3:00			Cooking & Nutrition - 6 <sup>th</sup> - 8 <sup>th</sup> Leadership - 6 <sup>th</sup> - 8 <sup>th</sup> Outdoor Games - 6 <sup>th</sup> - 8 <sup>th</sup> Upward Roots - 6 <sup>th</sup> -8 <sup>th</sup>		
3:00 - 3:30	Attendance/Snack (6 <sup>th</sup> -8 <sup>th</sup> )	Attendance/Snack (6 <sup>th</sup> -8 <sup>th</sup> )	Snack (6 <sup>th</sup> -8 <sup>th</sup> )	Attendance/Snack (6 <sup>th</sup> -8 <sup>th</sup> )	Attendance/Snack (6 <sup>th</sup> -8 <sup>th</sup> )
3:30 - 4:45	Academic Hour - 6 <sup>th</sup> Mixed Media Art - 7 <sup>th</sup> Academic Hour - 8 <sup>th</sup> Percussion - 6 <sup>th</sup> - 8 <sup>th</sup>	Afro Brazilian Dance - 6 <sup>th</sup> Basketball - 6 <sup>th</sup> - 8 <sup>th</sup> Outdoor Games - 6 <sup>th</sup> - 8 <sup>th</sup>	Academic Hour - 6 <sup>th</sup> Academic Hour - 8 <sup>th</sup> Percussion - 6 <sup>th</sup> - 8 <sup>th</sup> Mixed Media Art - 6 <sup>th</sup> - 8 <sup>th</sup>	Afro Brazilian Dance - 6 <sup>th</sup> Basketball - 6 <sup>th</sup> - 8 <sup>th</sup> Outdoor Games - 6 <sup>th</sup> - 8 <sup>th</sup>	Basketball - 6 <sup>th</sup> - 8 <sup>th</sup> Gardening - 6 <sup>th</sup> - 8 <sup>th</sup> Outdoor Games - 6 <sup>th</sup> - 8 <sup>th</sup>
4:45 - 6:00	Academic Hour - 7 <sup>th</sup> Mixed Media Art - 6 <sup>th</sup> - 8 <sup>th</sup> Outdoor Games - 6 <sup>th</sup> - 8 <sup>th</sup>	Academic Hour - 6 <sup>th</sup> Academic Hour - 7 <sup>th</sup> Academic Hour - 8 <sup>th</sup>	Academic Hour - 7 <sup>th</sup> Mixed Media Art - 6 <sup>th</sup> - 8 <sup>th</sup> Outdoor Games - 6 <sup>th</sup> - 8 <sup>th</sup>	Academic Hour - 6 <sup>th</sup> Academic Hour - 7 <sup>th</sup> Academic Hour - 8 <sup>th</sup>	Soccer - 6 <sup>th</sup> - 8 <sup>th</sup> Percussion - 6 <sup>th</sup> - 8 <sup>th</sup> Outdoor Games - 6 <sup>th</sup> - 8 <sup>th</sup>
6:00	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal





Board Office Use: <b>Legislative</b> File Info.	
File ID Number	16-1751
Introduction Date	8/24/16
Enactment Number	16-1370
Enactment Date	8/24/16 <i>ca</i>



# Memo

To Board of Education

From Antwan Wilson, Superintendent

**Board Meeting Date** 8/24/16  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Love.Learn.Success Corporation (contractor) - 235/Melrose Leadership Academy (site)

**Action Requested** Approval of a Memorandum of Understanding (MOU) between District and Love. Learn. Success Corporation, for services to be provided primarily to 235/Melrose Leadership Academy.

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

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

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

Approval by the Board of Education of a Memorandum of Understanding 2016-2017 between the District and Love.Learn.Success Corporation, 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 for Melrose Leadership Academy's comprehensive After School Program for the period of July 1, 2016 through August 20, 2017, in the amount of \$97,975.00.

**Recommendation**

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Love.Learn.Success Corporation for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Melrose Leadership Academy for the period July 1, 2016 through August 20, 2017.

**Fiscal Impact**

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$97,975.00.

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



# CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.

Legislative File ID No. 16-1751

Department: After School Program, Melrose Leadership Academy

Vendor Name: Love, Learn, Success Corporation

Contract Term: Start Date: 7/01/2016 End Date: 8/20/2017

Annual Cost: \$ 97,750.00

Approved by: Julia Ma

Is Vendor a local Oakland business? Yes!  No  **D**

### Why was this Vendor selected?

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

### Summarize the services this Vendor will be providing.

This organization will provide comprehensive after school services for Oakland students, following the requirements set forth by OUSD and by the California Department of Education's ASES and/or 21st Century Community Learning Center grant programs. Daily after school services will include academic support, enrichment, and physical activity for students, as well as family engagement activities. This organization will work in close partnership with the host school site to align after school programming with the goals and priorities of the school's SPSA. This organization will also work in close partnership with the OUSD Expanded Learning Office to ensure the program meets attendance targets, fulfills compliance requirements, and achieves youth development quality standards.

Was this contract competitively bid? Yes  No  **D**

If No, answer the following:

- 1) How did you determine the price is competitive?

The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
    - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

# Memorandum of Understanding 2016-2017 Between Oakland Unified School District and

Love Learn.SU<:CeSS. Corporallon

1. Intent This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Love Learn Success Corporation ("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 235 Melrose Leadership Academy under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("COE") 21<sup>st</sup> 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 COE ASESP and 21st CCLC funds.
  - Private grants
2. Term of MOU. The term of this MOU shall be July 1, 2016 to August 20, 2017 and may be extended by written agreement of both parties.
3. Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. Compensation. The ASESP and 21st CCLC grant award amount for Love Learn Success Corporation is \$ 9795.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
  - 4.2. Positive Attendance. Payment for services rendered related to the ASESP and 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 submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2016-2017")
    - 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, 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 monitoring (attendance rates). Based on the review, financial adjustments of additional payment or additional withholding will be made. Any

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

- 4.2.2. Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21<sup>st</sup> CCLC programs.
- 4.5. Program Budget.** 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 2016-2017 and will not exceed \$ 67,975.00 in accordance with Exhibit B. Exhibit B ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2016-2017").
- 4.6. Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees.** The intent of the ASEP and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. **Scope of Work.** AGENCY will serve as lead agency at 235/Melrose Leadership Academy, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2016-2017. 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 235/Melrose Leadership Academy 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.

5.2. **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 8th grade students at 235/Melrose Leadership Academy, 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 2016 - 2017 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2016-2017 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 ASEP and 21st CCLC grants for students at 235/Melrose Leadership Academy. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

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

based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.

- **Family Literacy Services.** In all programs receiving 21<sup>st</sup> CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.
- **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.** Providing OUSD with the following set of program accountability reports:
- Financial reports
  - Activity reports
  - Outcomes reports: behavioral and academic
- 5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
- 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. **(Exhibit C)** AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
- 5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration



with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

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

- Administration, faculty, and staff of 235/Melrose Leadership Academy
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

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

## 6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
  - 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
  - 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
  - 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
  - 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
  - 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (**attached as Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

**7. Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2016-2017. 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 21<sup>st</sup> 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 ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

**8. Invoicing**

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be

- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. **Submission of Invoices for ASESP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASESP and 21<sup>st</sup> CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21<sup>st</sup> CCLC grants, with a cumulative total for 2016-2017 not to exceed \$97,975.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.
10. **Changes**
- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during

an academic school year. This MOU may be amended during the 2016-2017 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

- 11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY staff, agents and volunteers 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.
- 11.2. **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. 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.
- 11.3. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. 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

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

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

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

14. **Litigation.** [This section is intentionally deleted by the parties].

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

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

**AGENCY**

- President, Board of Education
- State Administrator
- Superintendent

Secretary,  
Board of Education

Deputy Chief  
Community Schools and Student Services Dept.

Principal

8/25/16  
Date

8/25/16  
Date

7/29/16  
Date

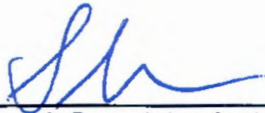
6/30/16  
Date

Agency Director Signature

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



Network Superintendent

8/3/16

Date



Deputy Superintendent  
Academic & Social Emotional Learning

8/3/16

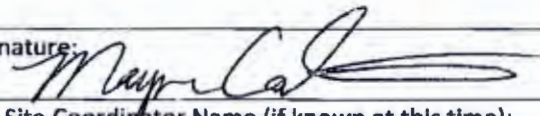
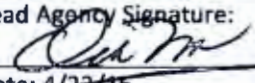
Date

- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications

*MOU template approved by Legal June, 2016*

OUSD After School Programs  
 ASES and 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) After School Program Plan  
 Elementary & Middle Schools  
 2016 – 2017

**SECTION 1: School Site Information**

School Site: Melrose Leadership Academy	Lead Agency: Love. Learn. Success.
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Armando Garcia	Date: 4/22/16

**SECTION 2: Alignment with Site Plan (SPSA), Major Improvement Priorities**  
 In collaboration with school leadership, identify the school's Major Improvement Priorities where this after school program is identified for its high leverage practices.

Some of the practices we plan to address in After School Program that align with School's Site Plan are having students reading at grade level, having students engage in high quality work, and using agreements to improve how they interact with each other.

**LCAP Strategic Priorities**  
 In collaboration with school leadership, identify the specific LCAP goal(s) that this afterschool program will intentionally support.

- College & Career Readiness (LCAP Goal 1)
- Literacy (Proficiency on Standards, Grade Level Reading, English Learners Reading Fluency-LCAP Goals 2, 3, 4)
- Mathematics/STEM Proficiency (Proficiency on State Standards—LCAP Goal 2)
- Student Engagement (LCAP Goal 5)
- Parent/Family Engagement (LCAP Goal 6)
- Safe, Healthy & Supportive Schools (LCAP Goal 7)

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



Describe how these after school goals align with the school's Major Improvement Goals and Strategies identified in its SPSA plan.

**Goal #1: All students will grow their academic aptitude through targeted, varied and meaningful academic activities focused on Literacy.**

**Goal #2: All students will actively engage in an exciting, challenging, fun and safe learning environment.**

**Goal #3: All students will create high quality work that shows they have applied concepts learned.**

**SECTION 3: OUSD Strategic Questions**

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

<b>Strategic Questions/Desired Outcomes</b>  <i>As a result of our ASP efforts...</i>	<b>Strategic Activities</b>  <i>What after school strategic activities will support the desired outcomes?</i>	<b>Outcomes of Strategic Activities</b> <i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<b>Data used to assess the strategic activities</b>  <i>What data will be collected to measure these outcomes?</i>
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?	<ul style="list-style-type: none"> <li>• Intentional process to track homework progress</li> <li>• Classes that reinforce the school day's learning</li> <li>• Create a safe, fun, meaningful and challenging learning environment for every student</li> <li>• Create curriculum that will highlight and give students an opportunity to develop their skills and talents</li> <li>• Highlight and put into practice important life skills they will need to succeed in</li> </ul>	<ul style="list-style-type: none"> <li>• Students have a positive attitude about learning and staying in school</li> <li>• Students see themselves with a positive future and they know education will play a role in what they will become</li> <li>• Students will have a skill they can continue to perfect and practice for life</li> <li>• Alignment with school day vision and goals of student high school graduation expectations The majority of</li> </ul>	<ul style="list-style-type: none"> <li>• Student graduation rates</li> <li>• District Benchmark Testing</li> <li>• Pre/post assessment when necessary</li> <li>• Academic Progress Reports</li> <li>• YPQA Evaluation Results</li> <li>• OFCY/OSD Survey Data</li> <li>• Attendance Reports</li> <li>• City Span Data</li> </ul>

	<p>high school</p> <ul style="list-style-type: none"> <li>• Prepare 8th grade students to enter high school ready to succeed by providing 8th grade portfolio completion support.</li> <li>• Highlight and encourage college and career readiness</li> <li>• Host gender based life skill classes</li> <li>• Increase school day/extended day attendance</li> </ul>	<p>youth will understand, complete and turn in all homework</p> <ul style="list-style-type: none"> <li>• Youth will have positive role-models that emphasize the importance of completing high school</li> </ul>	
<p><b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?</p>	<ul style="list-style-type: none"> <li>• Support and align with the school day's vision and goals on attendance expectations</li> <li>• Support and align with the school day's reward and consequences process for attendance</li> <li>• Track students with poor program attendance and reach out to find out why and how attendance can be improved</li> <li>• Lead by example and ensure staff come to work daily and on-time</li> <li>• Reiterate the impact missing school has on students'</li> </ul>	<ul style="list-style-type: none"> <li>• All students increase their school day attendance</li> <li>• Every student and parent is aware of the importance of coming to school daily</li> <li>• Parents are empowered to seek help if they are unable to get their children to school</li> <li>• Students feel recognized and proud that they come to school daily</li> <li>• Parents feel supported in getting their student to school daily</li> <li>• Students feel compelled to come to school/after school</li> </ul>	<ul style="list-style-type: none"> <li>• Attendance Reports</li> <li>• City Span Data</li> </ul>

	<p>academic success</p> <ul style="list-style-type: none"> <li>• Connect coming to school daily to other life skills</li> <li>• Reiterate the importance of coming to school daily during program orientation/other school events</li> <li>• Connect attendance to being able to stay in the program and/or participate in big events</li> <li>• Have fun, exciting and meaningful activities so students look forward to school just so they can go to extended day</li> <li>• Encouraging car pools, walking buddies and wake up buddies (to call others in the morning) within the schools Community</li> </ul>	<p>excited to participate in the activities</p> <ul style="list-style-type: none"> <li>• There is a unified vision and mission between the school day and the extended day program on the expectations for attendance</li> </ul>	
<p><b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?</p>			
<p><b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?</p>			

**SECTION 4: Program Model and Lead Agency Selection**

For 2016-2017, my 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:** *combination of some extended day and some traditional after school programming*

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

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.

Love. Learn. Success. (LLS) is a 501(c)(3) non-profit organization that specializes in providing high quality After School experience for all participating students. Love. LLS programs are designed to encourage safe, nurturing and educationally enriching alternatives for students in the After School hours. LLS Programs are closely aligned with the core values, academic goals and high quality standards of the regular day school program. This is accomplished through collaboration with the school principal, teachers, staff, faculty and parents in order to better align curriculum and standards to meet school wide expectations. The variety of academic, enrichment, and recreation classes give students opportunities to enhance vital reading and math abilities, develop critical thinking and life skills, and discover interests and talents that motivate and inspire a lifelong love for learning. They also allow students to partake in activities focusing on fine arts, music and physical fitness.

LLS has partnered with Melrose for the past three years providing a fee-based after school program for elementary students. This is done in partnership with parents, school administration and community partners. LLS will continue to work with the school community to identify needs and continue to partner with community organizations to provide the services and support needed.

#### SECTION 5: Attendance, Program Dates, Minimum Days, and Program Schedule

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm on every regular school day for elementary and middle schools. (EC 8483) High school programs are required to operate a minimum of 15 hours per week.

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

Required # of Program Days your program will operate during School Year 2016-2017 (programs are required to operate between 177 – 180 days of the school year)	179
Projected Daily Attendance during School Year 2016-2017	91
Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please list the three days (if any) your program plans to close this year for PD.	6/9/17
<b>Minimum Days</b> Elementary and middle school after school programs are required to operate from the end of the school day to 6pm. When a school holds minimum days, the after school program must begin early and run a long day until 6pm. Minimum days have significant impact on the after school staffing 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 when the number of minimum days exceeds the typical GUSD schedule of one minimum day per week for the school year.	
Projected Number of Minimum Days for School Year 2016-2017	12
Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days: Funding for these minimum days are budgeted in the program budget for all program instructors.	
<b>SECTION 6: Program Schedule</b>	
<ol style="list-style-type: none"> <li>1. Submit program schedule as an attachment, using the standard program schedule template. The after school schedule must indicate the school name and the program year.</li> <li>2. Submit a copy of the school bell schedule for the 2016-17 school year.</li> </ol> <p><b>Important Notes:</b> The after school schedule must commence immediately the minute the school day bell schedule ends on all program days. Before submitting, compare the school bell schedule with the after school schedule to ensure that the times are aligned. (i.e. If the</p>	

school bell schedule ends at 2:55 pm, then the after school schedule must begin at 2:55 pm. The same is true on minimum days.)

Additionally, programs must operate at least until 6pm daily AND must operate at least 3 hours per day. (i.e. If the school bell schedule ends at 3:10 pm, then the after school program must begin at 3:10 pm and run until 6:10 pm)

Please make sure program schedule clearly shows when the following program requirements will take place:

Elementary requirements:

- One hour/week of literacy instruction for students in grades K-5
- One hour/week of math instruction for students in grades K-5

Middle School requirements:

- Youth Leadership
- Academic intervention (ELA and math)
- Middle school athletics (recommended)
- College and career readiness programming

#### **SECTION 7: Transitions Support for High Need Populations of Students**

Schools have students transitioning in and out over the course of the school year. This includes transitional youth such as foster youth and Newcomers who may enter the school year mid-year. It is an LCAP priority in OUSD that we provide services to these high need populations of foster youth and English language learners including Newcomers.

How will your program collaborate with the school day to support high need students who are transitioning into the school? How will your program set aside program slots so that there is some space to serve high priority students transitioning into the school mid-year?

**The after school program will target newcomer and English Language Learners for participation. In collaboration with the school day, after school staff will receive training related to supporting students in both English and Spanish instruction. After school instructors will be bilingual and teach academic and enrichment curriculum in both languages so that it mirrors and supports the school day dual immersion language program. Program enrollment will include an additional 2-3 spots per grade in order to support any newcomer student that may join the MLA community mid-year.**

#### **SECTION 8: Academics**

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

1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring  
 Other possible supports may include computer lab, library exploration, and project-based learning.  
 Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program  
 Please include the following requirements:

- **Required Elementary Academic Programming:** Elementary programs are required to provide at least 1 hour of literacy instruction per week for all students and 1 hour of math instruction per week for all students. (Curriculum and PD will be provided by OUSD.)
- **Required for Middle school Academic Programming:** Math and ELA academic intervention should be provided by teachers on extended contract, in order to support students struggling academically.

Description of program/activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Instructional Strategies	Frequency (hrs/week; # of weeks)	Measurable Outcomes
Daily Homework Support	All students participating in after school	X Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Literacy Proficiency	<ul style="list-style-type: none"> <li>• Copy of and answer guide for all applicable homework assignments</li> <li>• Use "Homework Help" strategies laid out in the Youth Works Method Training</li> <li>• Enforce all homework procedures</li> <li>• Follow up with</li> </ul>	4 hours/week	100% of students who are present will receive homework support and will begin their silent reading during program.  Overall, afterschool participants will show an overall increase in their reading levels as measured by benchmark assessments.

				teachers and parents on student progress of homework completion.		
Academic Intervention	Middle School Students - Selected students based on Academic Assessments	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Literacy proficiency	<ul style="list-style-type: none"> <li>Collaborate with the academic liaison in aligning programming so that students attend the appropriate intervention class.</li> <li>Small groups</li> </ul>	2 hours/week	Participants will show an overall increase in their reading levels as measured by benchmark assessments.
Literacy Instruction	Elementary Students	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Literacy Proficiency	<ul style="list-style-type: none"> <li>Using curriculum and PD provided by OUSD, academic instructors will implement literacy focused activities and strategies during Academic Hour.</li> </ul>	1 hour/week	<ul style="list-style-type: none"> <li>100% of students who are present will receive literacy instruction.</li> <li>Most students will demonstrate an increase in literacy proficiency as measure by benchmark assessment.</li> </ul>



<p>Math Instruction</p>	<p>Elementary Students</p>	<p><input type="checkbox"/> Homework Support  <input type="checkbox"/> Tutoring  <input checked="" type="checkbox"/> Skill Building  <input type="checkbox"/> Academic Intervention  <input type="checkbox"/> Other</p>	<p>Math/STEM Proficiency</p>	<ul style="list-style-type: none"> <li>Using curriculum and PD provided by OUSD, academic instructors will implement Math focused activities and strategies during Academic Hour.</li> </ul>	<p>1 hour/week</p>	<ul style="list-style-type: none"> <li>100% of students who are present will receive math instruction.</li> <li>Most students will demonstrate an increase in math proficiency as measure by benchmark assessment.</li> </ul>
<p>STEM Instruction</p>		<p><input type="checkbox"/> Homework Support  <input type="checkbox"/> Tutoring  <input type="checkbox"/> Skill Building  <input type="checkbox"/> Academic Intervention  <input type="checkbox"/> Other</p>	<p>Math/STEM Proficiency</p>	<ul style="list-style-type: none"> <li>Using curriculum and PD provided by OUSD, academic instructors will implement Math focused activities and strategies during Academic Hour.</li> </ul>	<p>2 hours/week</p>	<ul style="list-style-type: none"> <li>Students will participate in hands-on science projects</li> <li>Students will display work at Student EXPOs twice each year.</li> </ul>

**SECTION 9: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION**  
 Enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Please include the following required and recommended **Middle School Program Components**: Youth leadership, middle school athletics, and college and career readiness programming

Description of Program/ Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population and Frequency (hrs/week; number of weeks offered)	Targeted Skills	Measurable Outcome
Visual Arts: Arts & Crafts, Urban Arts, Mural Painting	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	High Quality Work, Student Engagment, Safe, Healthy, and Supportive School	All Students in ASP, 2 hrs/week	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input checked="" type="checkbox"/> Other (specify): Visual Arts	All participating students will have work to display at the student expos two times each year.
Performing Arts: Afro-Brazilian Dance, Ballet Folklorico, Capoeira, Percussion, Drama	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Quality Work, Student Engagment, Safe, Healthy, and Supportive School	All Students in ASP, 2 hrs/week	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input checked="" type="checkbox"/> Other (specify): Performing Arts	All participating students will perform at the student expos two times each year.
Seasonal Sports/Recreation: Soccer, Basketball, Flag Football, Outdoor Games	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Quality Work, Student Engagment,	All Students in ASP, 2 hrs/week	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness	All students will participate in recreation activities in

		Safe, Healthy, and Supportive School		<input type="checkbox"/> Other (specify)	ASP.
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**SECTION 10: FAMILY ENGAGEMENT / FAMILY LITERACY**

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

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

Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Parent/Caregiver Orientation/ Registration	<ul style="list-style-type: none"> <li>Family and Community Engagement</li> <li>School Culture</li> <li>Chronic Absence</li> </ul>	Parent/ Caregivers will be briefed on all the after school program policies and procedures as well as vision, mission, goals and youth outcomes	100% of Parents are oriented, prior to program start	All policies and procedures have been vetted through the school's principal to ensure alignment and consistent messaging
Family and Student Events (Art Gallery)	<ul style="list-style-type: none"> <li>Family and Community Engagement</li> <li>School Culture</li> </ul>	Parent/ Caregivers will attend, be given the opportunity to walk through a gallery where they are able to admire students art work that was produced in ASP.	75% of After School Parents attend family and Student Events	Increases the amount of parents/ caregivers who attend school events
Student EXPOS	<ul style="list-style-type: none"> <li>Family and</li> </ul>	Parent/Caregivers will	100% of students	Increases the amount of

	Community Engagement School Culture	attend, celebrate the work that has occurred during ASP, become informed about program offerings and program staff.	participating will perform or contribute work for displays at the student expo twice each year.	parents/ caregivers who attend school events
Unity Night	• Family and Community Engagement School Culture	Parent/Caregivers will participate in multicultural holiday celebrations through food, art, dance and music. This is a community event that occurs once each year.	75% of after school parents and families will attend this event.	Increases the amount of parents/ caregivers who attend school events

**SECTION 11: Chronic Absence Action Plan**

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

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	

<p>c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.</p>	<ul style="list-style-type: none"> <li>• Ensure family and teacher updates around attendance</li> <li>• Call parents who did not notify coordinator of absences prior to program start</li> <li>• Get daily absence list from office</li> <li>• Ensure parent/caregiver contact information is up to date</li> <li>• Engage school day personnel for additional information around home life and new challenges the student/family may be facing</li> </ul>
<p>d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.</p>	<ul style="list-style-type: none"> <li>• Track attendance in Cityspan</li> <li>• Recognize students with perfect attendance at Student Showcases</li> <li>• Offer special reward days for students with perfect attendance</li> </ul>

**SECTION 12: Transforming School Culture and Climate**  
*After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.*

a) The following are strategies that OUSD schools are taking to change discipline and transform school culture and climate. Which of the following school strategies will your after school program work to intentionally align with, in order to support positive school culture and climate?

- PBIS (Positive Behavioral Interventions and Support)
- Restorative Justice
- Social and Emotional Learning
- Bullying Prevention: including online safety and creating climate of safety for all youth including foster youth, homeless, LGBTQ, disabilities, etc
- Other: (please specify) \_\_\_\_\_

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

LLS will partner with school leadership in order to provide professional development and curriculum to ASP staff in order to ensure that the after school program is aligned with school day efforts.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (I.e. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

At this time, MIA does not reflect the patterns of dis-proportionality in suspensions as represented at the district level. The work of PBIS and RJ is being implemented to support ALL students by creating the positive school climate where teachers and staff to guide students in living up to our positive expectation and repairing harm in a restorative way. A shift away from purely punitive consequences is a deliberate effort to create the environment where all students thrive.

d) Please mark other strategies your after school program and school site are using to support all students and address disproportionality:

- Using Restorative practice to address disproportionality related to discipline
- Trauma informed practices
- Using PBIS to address discipline

**SECTION 13: Social and Emotional Learning (SEL)**

Developing SEL skills in students and in the adults who work in the Oakland school system is a key priority for OUSD. SEL includes the following skills: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.

Describe how you will work intentionally to develop SEL skills in program staff:

LLS will provide monthly trainings for all staff. Several trainings throughout the year will focus on developing SEL skills for program staff. LLS will also partner with school administration to identify trainings on site in order for after school staff to attend.

Describe how you will work intentionally to develop SEL skills in students:	LLS staff will use skills developed in trainings mentioned above to implement curriculum and activities that may include but are not limited to Building Intentional Communities, Peacekeepers, etc.
<b>SECTION 14: Coordination with Other Service Providers</b> In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.	
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	<input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input checked="" type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input checked="" type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> SPSA Site Planning team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	We hire community artists to provide high quality enrichment activities
List all subcontractors who will be paid to deliver after school services.	Costa de Oro – Ballet Folklorico
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	Principal Assistant Principal Academic Liaison Program Staff and Volunteers Office Manager Custodial Staff School Psychologist/Mental Health Staff Counselors School Faculty

**2016-17 After School Enrollment Policy for Melrose Leadership Academy**

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Newcomers	Academic Performance Data	
English Language Learners	Academic Performance Data	
Students from socio-economically disadvantaged families/backgrounds	FRL Data	
Students in need of additional social and emotional learning skills development	Teacher or counselor referral/recommendation	

**Which grade levels will you serve in this program?** 1<sup>st</sup> Grade – 8<sup>th</sup> Grade

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

**Additional Notes:**



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

**Enrollment Process and Timeline:** (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2016. Indicate how families will be notified of 2016-17 enrollment before the last day of school, June 9, 2016.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 2	Distribute Applications to School Community	Site Director
May 13	Apps Due for all interested families	MLA Families
Week of May 23	Parent Orientation for students that have submitted applications	Program Director/Site Director
August 2016	Registration/Parent Orientation for students interested in participating and have not previously attended a parent orientation	Program Director/Site Director

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

- April – June: Spring enrollment for 2016-17 programs.
- Families will be notified of 2016-17 after school enrollment before the last day of school, June 9, 2016.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.

Exhibit A

Attendance Reporting Schedule

<b>Oakland Unified School District After School Programs Attendance Reporting Schedule</b>	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into Cityspan</b>
July 1 – July 31, 2016	August 10, 2016
August 1 - August 30, 2016	September 9, 2016
September 1-30, 2016	October 10, 2016
October 1-30, 2016	November 10, 2016
November 1-30, 2016	December 9, 2016
December 1-31, 2016	January 10, 2017
January 1-31, 2017	February 10, 2017
February 1-28, 2017	March 10, 2017
March 1-31, 2017	April 10, 2017
April 1-30, 2017	May 10, 2017
May 1-31, 2017	June 9, 2017
June 1-30, 2017	June 16, 2017

Exhibit B

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

*(Template distributed separately)*

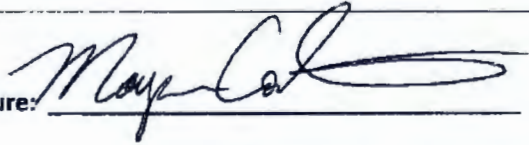
**INSERT HERE**

- Remaining program slots will be filled by September 30, 2016, except for slots reserved for transitional students (ie. Foster youth, Newcomers) entering the school mid-year.
- All programs must maintain waitlists after program slots are filled.

**School Support for Program Recruitment**

Describe how the school will support after school program recruitment efforts. Specify how school staff will help promote the after school program, refer students, and communicate with families about program opportunities:

School teachers will identify students who they believe can benefit from participation in the after school program. School admin will also provide data to identify students that meet the enrollment criteria. School admin will provide space to offer parent orientations and will help communicate with parents with information regarding the after school program.

Principal Signature: 

Lead Agency Signature: 

**2016-17 Assurances for Grant Compliance and After School Alignment with School Day**

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

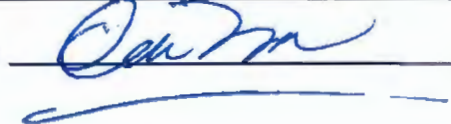
Principal initials	Lead Agency initials	2016 – 17 Assurances for Grant Compliance and After School Alignment with School Day
MC	an	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education’s ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
MC	an	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.

MC	an	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
MC	an	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
MC	an	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Quality Support Coach and to fulfill all responsibilities outlined in the role description.
MC	an	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
MC	an	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or SPSA planning teams to ensure coordination of services.
MC	an	Site will coordinate the use of facilities and site level resources in support of program goals.
MC	an	Site will provide Site Coordinator with office space that includes access to internet and phone.
MC	an	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature:



Lead Agency Signature:



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

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

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

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

#### Quality Support Coaching Planning

a) Please identify who will fulfill the Quality Support Coach role for 2016-17:

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

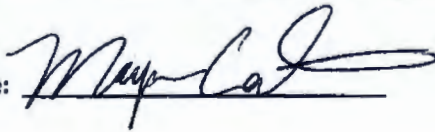
If known, please specify the name of the person who will fill the Quality Support Coach role, and identify his/her role in the school:


**Teachers on Extended Contract for Direct Service**

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

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

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

Principal Signature: 

Lead Agency Signature: 

**After School Safety and Emergency Planning for 2016-17**

**After School Safety and Emergency Planning**

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

Yes  No

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

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

Before the start of the program, all staff will receive information regarding emergency plans. Throughout the school year, the site supervisor will plan and perform emergency drills with staff and students in order to be prepared for earthquakes, fires, lockdowns or other emergency situations.

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

Yes  No

**Facility Keys**

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

Yes  No

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

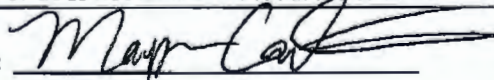
**SSO Staffing: (check one)**

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

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

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

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



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





### Professional Development and Staff Wellness

**Professional Development:** After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development.

a) What professional development, coaching, and training supports will be provided by the lead agency partner?

**Site Director:** Site Supervisors will meet twice a month with the program director in order to address and plan for ongoing programmatic needs. Once each month, all site supervisors will meet as a group and participate in trainings related to program development, emergency preparedness, management, coaching, curriculum development, leadership, student discipline, program culture, School Age Program Quality Assessment and goal setting.

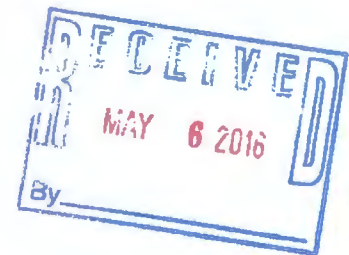
**Program Instructors:** Group leaders will meet weekly with the site supervisor to address and plan for program and student needs. Before program begins in the fall, all line staff will participate in a week long orientation where they will receive training in classroom management, curriculum development, session flow, leadership, attention getters, recreation activities and the School Age Program Quality Assessment. In addition, group leaders will meet weekly with site supervisors to receive individualized coaching and support that addresses their specific individual needs.

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

Collaborating with School Administration, ASP staff will participate in professional development opportunities being offered to school day staff including but not limited to Restorative Justice, PBIS, Academic Intervention and School Culture.

c) ASPO professional development will consist of the mandatory August Institute (week of Aug. 3-6), mandatory monthly site coordinator meetings (2 hrs/month), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately



**Addendum for Middle School After School Programs Only**

**School Site:** Melrose Leadership Academy

**Lead Agency:** Love. Learn. Success.

**Middle School Athletics**

Sports are an exciting way to keep students engaged in school, and to support health & wellness and community building. OUSD encourages after school programs to participate in the OUSD middle school sports league, which consists of after school sports practices and games on the weekend. Lead agency staff, teachers on extended contract, and/or classified staff on extra time/overtime can serve as coaches for middle school athletics.

Please identify the middle school sports activities that your after school program will be offering students this year in partnership with the OUSD Middle School Sports League.

- Co-ed Flag Football
- Girls Cross Country
- Boys Cross Country
- Girls Basketball
- Boys Basketball
- Girls Soccer
- Boys Soccer
- Girls Track and Field
- Boys Track and Field
- Girls Volleyball
- Boys Volleyball
- Other: (Please describe \_\_\_\_\_ )

ML I understand that my middle school sports activities will be listed on my 2016-17 program schedule.

ML I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.

ML I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.

Principal Signature:

Lead Agency Signature:

2016-17 Elementary/Middle School After School Program Budget

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

ELEMENTARY & MIDDLE SCHOOLS 02/2016

Site Name: <b>Melrose Leadership Academy</b>							
Site #: <b>235</b>							
Average # of students to be served daily (ADA) 31	%						
<b>TOTAL GRANT AWARD</b>		<b>123,527.25</b>	<b>279,658.24</b>	<b>0.00</b>	<b>11,250.86</b>		

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

OUSD Indirect (5%)		5,882.25					
OUSD ASPO admin, evaluation, and training/technical assistance costs		7,696.40					
Custodial Staffing and Supplies at 3.25%		3,573.33					
<b>TOTAL SITE ALLOCATION</b>		<b>106,378.27</b>					

**CERTIFICATED PERSONNEL**

1120	Quality Support Coach/Academic Liaison REQUIRED	2,500.00				0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)	0.00				0.00	
	Certificated Teacher Extended Contracts- ELL supports					0.00	
	<b>Total certificated</b>	<b>2,500.00</b>				<b>0.00</b>	

**CLASSIFIED PERSONNEL**

2205	Site Coordinator (list here, if district employee)	0.00	0.00			0.00	0.00
2220	SSC (optional)	4,426.20				0.00	
		0.00					
	<b>Total classified</b>	<b>4,426.20</b>	<b>0.00</b>			<b>0.00</b>	<b>0.00</b>

**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%)	973.76					
3000's	Employee Benefits for Salaried Employees (benefits at 42%)	0.00					
3000's	Lead Agency benefits (rate: 16%)		13,000.14	33,273.76			
	<b>Total benefits</b>	<b>1,473.76</b>	<b>13,000.14</b>	<b>33,273.76</b>		<b>0.00</b>	<b>0.00</b>

**BOOKS AND SUPPLIES**

4310	Supplies (OUSD only, except for Summer Supplemental)	0.00				0.00	5,000.00
4310	Curriculum (OUSD only)	0.00				0.00	0.00
5829	Field Trips	0.00				0.00	0.00
4420	Equipment (OUSD only)	0.00				0.00	0.00
	Building Intentional Communities curriculum (required for 21st Century middle school sites- allocate at same level as 2014-15)						
	Bus tickets for students						
	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)		500.02				
	<b>Total books and supplies</b>	<b>0.00</b>	<b>500.02</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>

**CONTRACTED SERVICES**

5825	Site Coordinator (list here if CBO staff)		16,962.90	48,037.00			
5825	3 Academic ES Program Instructors - 20 hours/week X 36 weeks + 40 hours/Prep/PD +24 hours min days X \$16/hr		12,544.00	25,088.00			
5825	2 Enrichment ES Program Instructors - 20 hours/week X 36 weeks + 40 hours/Prep/PD +24 hours min days X \$16/hr			25,088.00			
5825	3 Academic MS Program Instructors - 20 hours/week X 36 weeks + 40 hours/Prep/PD +24 hours min days X \$22/hr		51,744.00				

**2016-17 Elementary/Middle School After School Program Budget**

ELEMENTARY & MIDDLE SCHOOLS 02 2016

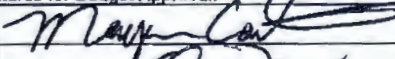
Site Name: <b>Meirose Leadership Academy</b>		Resource 8010 Program 1553		Program Fees (if applicable)	Other Lead Agency Funds
Site #: <b>235</b>		OU50	Lead Agency	Lead Agency	Lead Agency
Average # of students to be served daily (ADA)	%				
5825	3 Enrichment Specialist - 20 hours/week X 36 weeks + 6 hours/Prep/PD + 24 hours min days X \$30/hr =			67,500.00	
5825	Program Director			25,000.00	
5825	Assistant Coordinator - 20 hours/week X 36 weeks + 40 hours/Prep/PD + 24 hours min days X \$22/hr =			17,248.00	
5825	Subcontractor Costa de Oro Ballet Folklorico			13,000.00	
	<b>Total services</b>	<b>0.00</b>	<b>81,250.90</b>	<b>220,961.00</b>	<b>0.00</b>
<b>IN-KIND DIRECT SERVICES</b>					
				0.00	0.00
				0.00	
	<b>Total value of in-kind direct services</b>			<b>0.00</b>	<b>0.00</b>
<b>LEAD AGENCY ADMINISTRATIVE COSTS</b>					
	Lead Agency admin (4% max of total contractor \$)		3,224.24	25,423.48	6,250.86
<b>SUBTOTALS</b>					
	<b>Subtotals DIRECT SERVICE</b>	<b>85.00</b>	<b>10,247.16</b>	<b>94,751.06</b>	<b>254,234.76</b>
	<b>Subtotals Admin/Indirect</b>		<b>15,304.84</b>	<b>3,224.24</b>	<b>25,423.48</b>
<b>TOTALS</b>					
	Total budgeted per column		25,551.95	97,975.31	279,658.24
	<b>Total BUDGETED</b>	<b>100.00</b>	<b>123,527.25</b>	<b>279,658.24</b>	<b>0.00</b>
	<b>BALANCE remaining to allocate</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>TOTAL GRANT AWARD/ALLOCATION TO SITE</b>		<b>123,527.25</b>	<b>279,658.24</b>	<b>11,250.86</b>

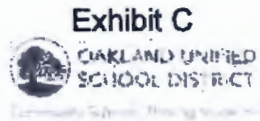
**ASES MATCH REQUIREMENT:**

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

Total Match amount required for this grant:	41,175.75
Facilities count toward 25% of this match requirement:	10,293.94
Remaining match amount required:	30,881.81
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	290,909.10
Total Match amount left to meet:	-260,027.29

**Required Signatures for Budget Approval:**

Principal:	
Lead Agency:	



OAKLAND UNIFIED SCHOOL DISTRICT  
ASES AND 21<sup>ST</sup> CENTURY AFTER SCHOOL PROGRAMS

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2016-17 OUSD After School Program.

Name of School: \_\_\_\_\_ Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student's Name \_\_\_\_\_ Grade \_\_\_\_\_ Date of Birth \_\_\_\_\_

Parent/Guardian Name (Please print) \_\_\_\_\_ Email Address \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone: work/home/cell \_\_\_\_\_

Does your child have health coverage?  Yes  No

Name of Medical Insurance \_\_\_\_\_ Policy/ Insurance # \_\_\_\_\_ Primary Insured's Name \_\_\_\_\_

Name of Child's Doctor \_\_\_\_\_ Telephone \_\_\_\_\_

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

Parent/Guardian Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**RELEASE OF LIABILITY**

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

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

**STUDENT RELEASE/ PICK UP POLICY**

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

\_\_\_\_\_

Parent/Guardian/Caretaker Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
Name/Relationship \_\_\_\_\_ Phone Numbers: Home/Work/Cell \_\_\_\_\_

\_\_\_\_\_  
Name/Relationship \_\_\_\_\_ Phone Numbers: Home/Work/Cell \_\_\_\_\_

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

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

I give permission for the After School Program Staff and any designated evaluation consultant to review my child's school data (including but not limited to test scores, report cards, attendance, other performance indices, and demographic data), and input my child's data into the after school database for the purpose of providing targeted support and academic instruction and assessing the effectiveness of the After School Program. I also give permission for After School Program staff and any designated evaluation consultant to monitor my child's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

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

## PHOTO/VIDEO RELEASE

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

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

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



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

## Program Policies



I understand that my child is expected to participate fully in the after school program:

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



I understand that eligible students who can fully participate in the program have priority enrollment. If my child cannot fully participate, my child may lose his/her spot in the program.



I understand that my child (in 2<sup>nd</sup> grade or higher) must sign in to program on a daily basis, and my child or a parent/guardian must sign out of program daily.



I understand that some OUSD after school programs may charge fees on a sliding scale in order to serve more students and provide more services. I understand that no child who is eligible for the program will be denied enrollment due to a family's inability to pay program fees.



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

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

Students who are able to participate fully in the after school program every day until 6pm have priority for enrollment.

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

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

School Site: \_\_\_\_\_

Name of Program: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Grade: \_\_\_\_\_

I request early release of my child from the After School Program at \_\_\_\_\_ o'clock p.m.  
(please check reason)

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

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

\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_

Date



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

**FOR STUDENTS AGES \_\_\_\_ AND OLDER ONLY**

School Site: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Grade: \_\_\_\_\_

Date of Birth of Student: \_\_\_\_\_

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

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

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



\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_

Date

**OUSD After School Programs  
2016-2017  
Student Health Form**

School Site: \_\_\_\_\_

**STUDENT INFORMATION**

Student's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Grade in 2016-17 \_\_\_\_\_ 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 # \_\_\_\_\_

**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:

<input type="checkbox"/> Severe Allergy to: _____	<input type="checkbox"/> Student has Epi-pen 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

Medications needed during the school day: \_\_\_\_\_

Medications needed after school hours: \_\_\_\_\_

**Medical Management Plan and Separate Emergency Medication during After School Program:**

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 staff to administer medication that my child may require during the after school program.

In the event that I, or other parent/guardian, cannot be contacted, I hereby give permission to the after school program staff to secure proper treatment for my daughter/son/ward.

Date: \_\_\_\_\_ Parent or 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 D

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

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

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

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

- Fall Semester- August 22, 2016 to January 27, 2017
- Spring Semester- January 30, 2017 to June 9, 2017
- Summer Program (Specify dates: \_\_\_\_\_ to \_\_\_\_\_)

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

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

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

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

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name \_\_\_\_\_  
(Print)

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

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

EBRD Waiver - 5/17/14 Use  
Rev 1/09

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)**



Exhibit F

OAKLAND UNIFIED SCHOOL DISTRICT

INVOICING AND STAFF QUALIFICATIONS FORM 2016-2017

Basic Directions

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

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

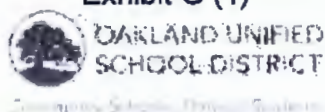
Agency Information

Table with 4 columns: Agency Name, Billing Period, Agency's Contact Person, Contact Phone #

Main data table with 4 columns: Employee, Agent, or Subcontractor Name; ATI #; Current TB Clearance Documentation on File; IA Requirement Documentation on File



Exhibit G (1)



**PROCEDURE FOR INVOICING  
Oakland Unified School District  
Comprehensive After School Programs 2016-2017**

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

- ◆ All 21<sup>st</sup> Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 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 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for November 1-30<sup>th</sup> is due in our office on the 9<sup>th</sup> of December (the 10<sup>th</sup> 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:

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 10, 2016	August 25, 2016
September 9, 2016	September 23, 2016
October 10, 2016	October 24, 2016
November 10, 2016	November 21, 2016
December 9, 2016	December 21, 2016
January 10, 2017	January 25, 2017
February 10, 2017	February 27, 2017
March 10, 2017	March 24, 2017
April 10, 2017	April 25, 2017
May 10, 2017	May 23, 2017
June 9, 2017 for May invoices	June 23, 2017
June 16, 2017 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 2016-2017**

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

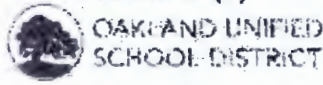
**Paying OUSD Certificated Employees (Teachers)**

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers is \$25.82/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$33.58/hr.**
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2016	October 14, 2016
October 31, 2016	November 15, 2016
November 30, 2016	December 15, 2016
December 16, 2016	January 13, 2017
January 31, 2017	February 13, 2017
February 28, 2017	March 15, 2017
March 30, 2017	April 14, 2017
April 28, 2017	May 15, 2017
May 31, 2017	June 15, 2017
June 9, 2017	June 30, 2017

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

Exhibit G (3)



Community Schools. Thriving Students.

**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)  
for OUSD CLASSIFIED EMPLOYEES 2016-2017**

The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing 21<sup>st</sup> 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 21<sup>st</sup> 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, 2016	September 30, 2016
September 30, 2016	October 13, 2016
October 13, 2016	October 31, 2016
October 31, 2016	November 15, 2016
November 15, 2016	November 30, 2016
November 30, 2016	December 15, 2016
December 15, 2016	December 29, 2016
December 16, 2016	January 13, 2017
January 13, 2017	January 31, 2017
January 31, 2017	February 15, 2017
February 15, 2017	February 28, 2017
February 28, 2017	March 15, 2017
March 15, 2017	March 30, 2017
March 30, 2017	April 14, 2017
April 14, 2017	April 28, 2017
April 28, 2017	May 15, 2017
May 15, 2017	May 31, 2017
May 31, 2017	June 15, 2017
June 9, 2017	June 30, 2017

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)

05/04/2016

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

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

<b>PRODUCER</b> Nhuy Insurance Services 3777 Stevens Creek Blvd. #455 Santa Clara, CA 95051 www.nhuyinsurance.com	<b>CONTACT NAME:</b> John Le <b>PHONE (A/C. No. Ext):</b> 408-590-5552 <b>E-MAIL ADDRESS:</b> johnle356@gmail.com	<b>FAX (A/C. No.):</b> 408-490-2789
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Love Learn Success Inc. 211 Ebbetts Pass Rd Vallejo CA 94589	<b>INSURER A:</b> USLI insurance company	<b>NAIC #</b> 25895
	<b>INSURER B:</b> Empolyers Preferred Insurance	<b>10346</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NPP1567055	08/03/2015	08/03/2016	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 - COM/OP AGG \$ INCLUDED \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NPP1567055	08/03/2015	08/03/2016	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED.    RETENTION \$ 10,000		CUP1554378	08/03/2015	08/03/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EIG2254223	08/07/2015	08/07/2016	<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
A	Professional E&O Liability		NPP1567055	08/03/2015	08/03/2016	\$1,000,000 EOC    \$2,000,000 AGA
A	Abuse & Molestation		NPP1567055	08/03/2015	08/03/2016	\$300,000 EOC    \$300,000 AGA

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

Certificate holder is included as additional insured for General Liability, Auto Liability, Professional Liability, and Abuse/Molestation per forms attached. Primary/Non contributory wording applies per form attached. Umbrella coverage is following form over General Liability, Auto Liability, Professional Liability and Abuse/Molestation.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unifield School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland, CA 94607	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 <b>JOHN LE</b>
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Exhibit I

Statement of Qualifications

**INSERT HERE**



instructor to create these plans that culminate at a student showcase several times a year. LLS also partners with artists, athletes, and other individuals to provide more specialized and focused activities such as karate, chorus, and art.

### Policies:

All policies enforced at LLS programs are created to:

- create a safe and positive learning environment
- maintain the integrity of classes offered
- reinforce the value of learning occurring during afterschool hours
- establish and foster the relationship between day school and afterschool programs
- create an understanding that LLS programs are not babysitting services, but rather a space where students continue to learn

### Insurance

LLS is fully insured with the following insurance coverage:

Policy Effective: 08/03/2015-08/03/2016

- Commercial General Liability Insurance – NPP156055
  - o Each Occurrence: \$1,000,000
  - o Damage to rented premises: \$100,00
  - o Med. Exp. (Any one Person): \$5,000
  - o Personal & Adv. Injury - \$1,000,000
  - o General Aggregate: \$2,000,000
  - o Products – Comp/op Agg: INCLUDED
  - o Professional Liability Included
- Automobile Liability - NPP156055
  - o Combined Single Limit - \$1,000,000
- Umbrella Liability – CUP1554378
  - o Each Occurrence: \$4,000,000
  - o Aggregate: \$4,000,000
- Workers Compensation – EIG2254223
  - o Each Accident: \$1,000,000
  - o Disease – EA Employee: \$1,000,000
  - o Disease – Policy Limit: \$1,000,000
- Professional E&O Liability - NPP156055
  - o Each Occurrence: \$1,000,000
  - o Aggregate: \$2,000,000
- Abuse & Molestation - NPP156055
  - o Each Occurrence: \$300,000
  - o Aggregate: \$300,000



## 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

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Secretary, Board of Education

AGENCY

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EMPLOYEE

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April 8, 2016

To Whom It May Concern:

I am writing on behalf of Love. Learn. Success. to verify that all Love. Learn. Success. employees, volunteers and agents working in OUSD after school and summer programs will have fingerprint clearance through the Department of Justice and FBI. In addition, all Love. Learn. Success. employees, volunteers and agents working in OUSD after school and summer programs will also have TB clearance before they begin work on OUSD school sites.

We are excited to serve as a lead agency and appreciate the opportunity to continue this partnership with the Oakland Unified School District. This partnership will allow Oakland students to truly develop a love for life long learning and ultimately, success!

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Ngo", is written over a horizontal line.

Ann Ngo  
Executive Director  
Love. Learn. Success.  
(510) 600-3412  
ann@lovelearnsuccess.org

*"Every student will Love to Learn and carry that love to their own Success!"*





## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2016-2017

### Basic Directions

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

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

### Agency Information

Agency Name	Love.Learn.Success. Corporation	Agency's Contact Person	Ann Ngo
Street Address	21 Ebbetts Pass Road	Title	Executive Director
City	Vallejo	Telephone	1-800-819-3110, ext. 1
State	CA	Zip Code	94589
		Email	ann@lovelearnsuccess.org
OUSD Vendor Number	I006261		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

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

Anticipated Start Date	July 1, 2016	Date work will end	August 20, 2017	Total Contract Amount	\$ 97,975 00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
8010	ASES	2351553401	5825	\$ 97,975.00	R0170343
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Moyra Contreras	Email	Moyra.Contreras @ousd.org
Telephone	510/535-3832	Fax	510/535-3834
Site/Dept. Name	235/Melrose Leadership Academy	Enrollment Grades	K through 8th

### 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			6/30/16
2. Oakland After School Programs Office			7/5/16
3. Network Officer or Deputy Chief			7/11/16
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8/1/16
5. Board of Education or Superintendent			
Procurement	Date Received		

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

**Search Term : Love\* Learn\* Success\* Corporation\***  
**Record Status: Active**

**No Search Results**