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|---|------------|
| <b>Board Office Use: Legislative File Info.</b> |            |
| File ID Number                                  | 18-0735    |
| Introduction Date                               | 4/25/18    |
| Enactment Number                                | 18-0697    |
| Enactment Date                                  | 4/25/18 er |



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** \_\_\_\_\_  
*(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, 2017 through August 17, 2018.

**Background**  
*A one paragraph explanation of why an amendment is needed.*  
 The After School Education and Safety (ASES) Program Grant 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. An amendment is needed to fully fund the After School Site Coordinator position that was originally paid from parent fees.

**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 fully fund the After School Site Coordinator position that was originally paid from parent fees for the After School Program at Melrose Leadership Academy for the period of July 1, 2017 through August 17, 2018, in the amount of \$5,180.00, increasing the agreement from \$98,278.00 to an amount not to exceed \$103,458.00. All other terms and conditions of the agreement 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, 2017 through August 17, 2018.

**Fiscal Impact** Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant not to exceed \$ 5,180.00

- 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.** 18-0735

**Department:** 235/Melrose Leadership Academy

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

**Contract Term:** Start Date: 07/01/2017 End Date: 08/17/2018

**Annual Cost:** \$ 5,180.00

**Approved by:** Martha Pena

**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. 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

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**

|   |            |
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| Enactment Number                                | 18-0697    |
| Enactment Date                                  | 4/25/18 er |



**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, 2017. 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:**

Love, Learn, Success Corporation will fully fund the After School Site Coordinator position that was originally paid from parent fees for the After School Program at Melrose Leadership Academy.

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 \$ 5,180.00 to original MOU amount – Funding Source: After School Education and Safety (ASES) Grant  
 Decrease of \$ \_\_\_\_\_ to original MOU amount– Funding Source: \_\_\_\_\_

The New Cumulative Amount of ISA(s) is not to exceed: One Hundred Three Thousand, Four Hundred Fifty Eight dollars (\$103,458.00).

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) |
|-----|------|---|-------------------------------|
|     |      |   | \$                            |
|     |      |   | \$                            |
|     |      |   | \$                            |

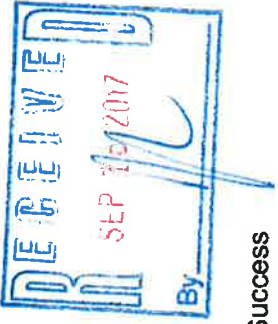
6. **Approval:** This MOU is not effective and no payment shall be made to Agency until it is approved. Approval requires signature by the Board of Education, and/or the Superintendent as their designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Aimee Eng 4/26/18  
 President, Board of Education Date  
 Superintendent  
[Signature] 4/26/18  
 Secretary, Board of Education Date

**AGENCY**

[Signature] 3/29/18  
 Contractor Signature Date  
DANH Nep CEO  
 Print Name, Title



**OUSD After School Programs 2017-18  
Scope of Work for ASES Grant Increase**

School Site: Melrose Leadership Academy

Lead Agency Partner: Love. Learn. Success

Additional ASES grant dollars are intended to be used for the following primary purposes:

- Increase after school staff pay rates
- Provide additional hours of Professional Development and prep time to after school program staff
- Pay for additional critical after school staff

Please complete the table below to describe how the additional ASES grant dollars will be utilized to support your after school program staff. This summary should match additional allocations added to your revised after school budget. Only complete the rows relevant for your program site.

| Purpose  | Description  |
|--|--|
| Increase after school staff pay rates  | These funds will help cover SSO for all after school hours. Currently the SSO is only funded for half of the program time. (Additional \$4,112.50)   |
| Provide additional hours of Professional Development and prep time to after school program staff |  |
| Pay for additional critical after school staff   |  |
| Other  | We will be covering more of the Site Coordinator's salary with the additional funds. Currently only \$16962.90 are dedicated to this position. With the additional funds, \$21,192.00 will be dedicated to the Site Coordinator for an additional \$4230.00. Originally, this cost was covered by parent fees. |

Principal Signature: *Mary Con...* Date: 9/8/17

Lead Agency Signature: *[Signature]* Date: 9/8/17

## 2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 02.2017

|  |   |   | ASES              |                  | Program Fees (if applicable) | Other School Site Funds | Other Lead Agency Funds |
|--|---|---|-------------------|------------------|------------------------------|-------------------------|-------------------------|
| Site Name:   | Melrose Leadership Academy  |   |                   |                  |                              |                         |                         |
| Site #:  | 235   |   |                   |                  |                              |                         |                         |
| Average # of students to be served daily (ADA):              | 91  | % |                   |                  |                              |                         |                         |
| <b>TOTAL GRANT AWARD</b>                                     |   |   | <b>135,626.40</b> |                  | <b>264,064.24</b>            | <b>0.00</b>             | <b>11,525.73</b>        |
| CENTRAL COSTS: INDIRECT ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES |   |   |                   |                  |                              |                         |                         |
|  | OUSD Indirect (5%)  |   | 6,458.40          |                  |                              |                         |                         |
|  | OUSD ASPO admin, evaluation, and training/technical assistance costs  |   | 8,450.24          |                  |                              |                         |                         |
|  | Custodial Staffing and Supplies at 3.5%   |   | 4,225.12          |                  |                              |                         |                         |
| <b>TOTAL SITE ALLOCATION</b>                                 |   |   | <b>116,492.64</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                    |                         |
| 1120   | Certificated Teacher Extended Contracts- ELL supports   |   |                   |                  |                              |                         |                         |
| 1120   | Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)                   |   |                   |                  |                              | 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   | SSO (optional)  |   | 8,225.00          |                  |                              | 0.00                    |                         |
|  |   |   | 0.00              |                  |                              |                         |                         |
|  | <b>Total classified</b>   |   | <b>8,225.00</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            |                  |                              | 0.00                    |                         |
| 3000's   | Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)                                   |   | 1,809.50          |                  |                              |                         |                         |
| 3000's   | Employee Benefits for Salaried Employees (benefits at 42%)  |   | 0.00              |                  |                              |                         |                         |
| 3600's   | Lead Agency benefits (rate: 16%)  |   |                   | 13,676.80        | 32,597.12                    |                         |                         |
|  | <b>Total benefits</b>   |   | <b>2,309.50</b>   | <b>13,676.80</b> | <b>32,597.12</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                    |
|  | CQI Training (scoring meetings, planning with Data, observations, etc.)   |   |                   | 500.00           |                              |                         |                         |
|  | Bus tickets for students  |   |                   |                  |                              |                         |                         |
|  | District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings) |   |                   | 300.00           |                              |                         |                         |
|  | Family Literacy   |   |                   | 263.08           |                              |                         |                         |
|  | <b>Total books and supplies</b>   |   | <b>0.00</b>       | <b>1,063.08</b>  | <b>0.00</b>                  | <b>0.00</b>             | <b>5,000.00</b>         |
| CONTRACTED SERVICES  |   |   |                   |                  |                              |                         |                         |
| 5825   | Site Coordinator (list here if CBO staff)   |   | 0.00              | 21,192.00        | 43,808.00                    |                         |                         |
| 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    |   | 0.00              | 0.00             | 25,088.00                    |                         |                         |

|      |   |  |             |                  |                   |             |             |
|------|---|--|-------------|------------------|-------------------|-------------|-------------|
| 5825 | 1 STEM/Academic MS Program Instructors - 20 hours/week X 36 weeks + 40 hours/Prep/PD +24 hours min days X \$22/hr |  | 0.00        | 17,248.00        |                   |             |             |
| 5825 | 2 Academic MS Program Instructors - 20 hours/week X 36 weeks + 40 hours/Prep/PD +24 hours min days X \$22/hr      |  | 0.00        | 34,496.00        |                   |             |             |
| 5825 | 3 Enrichment Specialists - 20 hours/week X 36 weeks + 6 hours Prep/PD + 24 hours min days X \$30/hr               |  |             |                  | 67,500.00         |             |             |
| 5825 | Assistant Coordinator - 20 hours/week X 36 week + 40 hours Prep/PD + 24 hours min days X \$22/hr                  |  |             |                  | 17,248.00         |             |             |
| 5825 | Program Director  |  |             |                  | 25,000.00         |             |             |
| 5825 | Subcontractor: Ballet Folklorico  |  |             |                  | 13,000.00         |             |             |
|      | <b>Total services</b>   |  | <b>0.00</b> | <b>85,480.00</b> | <b>216,732.00</b> | <b>0.00</b> | <b>0.00</b> |

**IN-KIND/DIRECT SERVICES**

|  |   |  |  |  |  |             |             |
|--|---|--|--|--|--|-------------|-------------|
|  |   |  |  |  |  | 0.00        | 0.00        |
|  |   |  |  |  |  | 0.00        |             |
|  |   |  |  |  |  |             |             |
|  |   |  |  |  |  |             |             |
|  |   |  |  |  |  |             |             |
|  | <b>Total value of in-kind direct services</b> |  |  |  |  | <b>0.00</b> | <b>0.00</b> |

**LEAD AGENCY ADMINISTRATIVE COSTS**

|  |   |  |  |          |           |  |          |
|--|---|--|--|----------|-----------|--|----------|
|  | Lead Agency admin (4% max of total contracted \$) |  |  | 3,238.25 | 24,932.91 |  | 6,525.73 |
|--|---|--|--|----------|-----------|--|----------|

**SUBTOTALS**

|  |                                 |              |                  |                   |                   |             |                 |
|--|---------------------------------|--------------|------------------|-------------------|-------------------|-------------|-----------------|
|  | <b>Subtotals DIRECT SERVICE</b> | <b>85.00</b> | <b>15,062.56</b> | <b>100,219.88</b> | <b>249,329.12</b> | <b>0.00</b> | <b>5,000.00</b> |
|  | <b>Subtotals Admin/Indirect</b> | <b>15.00</b> | <b>17,105.71</b> | <b>3,238.25</b>   | <b>24,932.91</b>  |             | <b>6,525.73</b> |

**TOTALS**


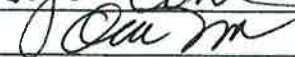
|  |   |               |                   |                   |             |             |                  |
|--|---|---------------|-------------------|-------------------|-------------|-------------|------------------|
|  | Total budgeted per column                   |               | 32,168.26         | 103,458.13        | 274,262.03  | 0.00        | 11,525.73        |
|  | <b>Total BUDGETED</b>                       | <b>100.00</b> | <b>135,626.40</b> | <b>274,262.03</b> | <b>0.00</b> | <b>0.00</b> | <b>11,525.73</b> |
|  | <b>BALANCE remaining to allocate</b>        |               | <b>0.00</b>       | <b>-10,197.79</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>      |
|  | <b>TOTAL GRANT AWARD/ALLOCATION TO SITE</b> |               | <b>135,626.40</b> | <b>264,064.24</b> | <b>0.00</b> | <b>0.00</b> | <b>11,525.73</b> |

**ASES MATCH REQUIREMENT:**

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

|  |             |
|--|-------------|
| Total Match amount required for this grant:  | 45,208.80   |
| Facilities count toward 25% of this match requirement:   | 11,302.20   |
| Remaining match amount required:   | 33,906.60   |
| Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals: | 275,589.97  |
| Total Match amount left to meet:   | -241,683.37 |

**Required Signatures for Budget Approval:**

|              |   |
|--------------|---|
| Principal:   |  |
| Lead Agency: |  |





**MEMORANDUM OF UNDERSTANDING 2017-2018**  
**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                   | Chief Executive Officer  |
| City           | Vallejo                          | State              | CA                      | Telephone                |
| Zip Code       | 94589                            | OUSD Vendor Number | i006261                 | 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  | \$ 98,278.00  | Original PO Number     | P1803076 |
| Amended MOU Amount   | \$ 5,180.00   | New Requisition Number | R0183457 |
| New Total MOU Amount | \$ 103,458.00 |                        |          |

**Budget Information**

| Resource # | Resource Name | Org Key #  | Object Code | Amount      |
|------------|---------------|------------|-------------|-------------|
| 6010       | ASES Grant    | 2351553401 | 5825        | \$ 5,180.00 |
|            |               |            | 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                          |               |                 | 3/28/18 |
| 2. Resource Manager, if applicable             |               |                 | 3-29-18 |
| 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 |                 |         |



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| <b>Board Office Use: Legislative File Info.</b> |         |
| File ID Number                                  | 17-1767 |
| Introduction Date                               | 9/13/17 |
| Enactment Number                                | 17-1317 |
| Enactment Date                                  | 9-13-17 |



# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** September 13, 2017

**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 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 2017-2018 between the District and Love, Learn, Success Corporation, Vallejo, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Melrose Leadership Academy's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in an amount not to exceed \$98,278.00.

**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, 2017 through August 17, 2018.

**Fiscal Impact** Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$98,278.00.

**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.** 17-1767

**Department:** After School Program, Melrose Leadership Academy

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

**Contract Term:** Start Date: 7/1/2017 End Date: 8/17/2018

**Annual Cost:** \$ 98,278.00

**Approved by:** Julia Ma/Julie McCalmont

**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. 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

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**

**After School Template for Elementary and Middle Schools**  
**Memorandum of Understanding 2017-2018**  
**Between Oakland Unified School District and**  
**Love. Learn. Success.**

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1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Love, Learn, Success. ("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:
  - o After School Education and Safety Program ("ASESP")
  - o California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - o Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASEP and 21<sup>st</sup> CCLC funds.
  - o Private grants
  
2. **Term of MOU.** The term of this MOU shall be July 1, 2017 through June 30, 2018 if AGENCY services do not include summer educational programs, and July 1, 2017 through August 17, 2018 if AGENCY services include providing summer educational programs. The term may be extended by written agreement of both parties.
  
3. **Termination by OUSD.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
  - a) **No Premature Termination by AGENCY** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
  - b) **Advance Notice by AGENCY for Coming School Year.** AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
  
4. **Compensation.** The ASEP and 21<sup>st</sup> CCLC grant award amount for Love, Learn, Success. is **\$98,278.00**. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$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 ASEP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2017-2018")
- 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 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 2017-2018 and will not exceed \$98,278.00 in accordance with Exhibit B. Exhibit B ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2017-2018").
- 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, 21<sup>st</sup> CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2017-2018. 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.

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

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

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

Agency staff are also required to participate in corresponding CQI trainings provided by the OUSD After School Programs Office.

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

5.3. **Enrollment.** AGENCY will enroll TK through 8<sup>th</sup> 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 2017 – 2018 school year. AGENCY will close the ASEP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2017-2018 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21<sup>st</sup> 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.
- **Equitable Access Programming.** AGENCY shall include a component for students at 235/Melrose Leadership Academy to support full access to program components.
- **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.** AGENCY will provide OUSD with the following set of program accountability reports:

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

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

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

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

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

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

5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to [ousdincidents@cmsi.com](mailto:ousdincidents@cmsi.com) by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

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

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

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

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

5.11. **Loss of Standing as Qualified Organization:** AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

- 6.5. Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. Supervision**
- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. Transportation Requirements:** The 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 AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil

Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

6.9. Vendor is licensed to provide all proposed activities.

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

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

**6.11.1. Definition of High Risk Activities**

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

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

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

#### **6.12.3. Swimming Activities**

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

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

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

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

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

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

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

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

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

**7. Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2017-2018. 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 provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

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

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

8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)

8.5. **Submission of Invoices for ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASEP and 21<sup>st</sup> CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21<sup>st</sup> CCLC grants, with a cumulative total for 2017-2018 not to exceed \$98,278.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

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

## 10. Changes

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

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2017-2018 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. AGENCY must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES/21<sup>st</sup> Century after school grant program and provide a safe and secure program.
- 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 performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY’s family, business or financial interest and the services provided under this MOU, and in the event of change in either



private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.7. **Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.8. **Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
- 13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury

and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

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

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

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

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

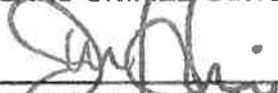
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

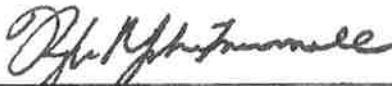
17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered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

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


**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
 President, Board of Education  
 State Administrator  
 Superintendent

9/13/17  
Date

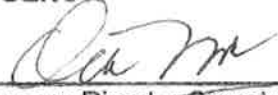
  
\_\_\_\_\_  
Secretary,  
Board of Education

9/13/17  
Date

  
\_\_\_\_\_  
Deputy Chief  
Community Schools and Student Services Dept.

8/15/17  
Date

**AGENCY**

  
\_\_\_\_\_  
Agency Director Signature

June 15, 2017  
Date

OAH H. NGO.  
\_\_\_\_\_  
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,

  
Principal \_\_\_\_\_ Date 6/13/17


Principal

Date

  
Network Superintendent \_\_\_\_\_ Date 6/21/17

Network Superintendent

Date

  
Deputy Superintendent \_\_\_\_\_ Date \_\_\_\_\_  
Academic Social Emotional Learning

Deputy Superintendent

Date

Academic Social Emotional Learning

Lagoons, Shoreline Parks and Lakes) and Related Facilities

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

*MOU template approved by Legal May, 2017*

File ID Number: 17-1767

Introduction Date: 9-13-17

Enactment Number: 17-1317

Enactment Date: 9-13-17

By:

Exhibit A

Attendance Reporting Schedule



| <b>Oakland Unified School District<br/>After School Programs<br/>Attendance Reporting Schedule</b> |  |
|--|--|
| <b>Monthly Attendance Period</b>   | <b>Deadline to Input Attendance Data into Cityspan</b> |
| July 1 – July 31, 2017   | August 10, 2017  |
| August 1 - August 30, 2017   | September 8, 2017                                      |
| September 1-30, 2017   | October 10, 2017                                       |
| October 1-30, 2017   | November 9, 2017                                       |
| November 1-30, 2017  | December 8, 2017                                       |
| December 1-31, 2017  | January 10, 2018                                       |
| January 1-31, 2018   | February 9, 2018                                       |
| February 1-28, 2018  | March 9, 2018  |
| March 1-31, 2018   | April 10, 2018   |
| April 1-30, 2018   | May 10, 2018   |
| May 1-31, 2018   | June 8, 2018   |
| June 1-30, 2018  | June 15, 2018  |

Exhibit B

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

*(Template distributed separately)*

**INSERT HERE**

| OUSD After School Programs<br>ASES and 21 <sup>st</sup> Century Community Learning Center (21 <sup>st</sup> CCLC) After School Program Plan<br>Middle Schools<br>2017 - 2018  |  |
|---|--|
| <b>SECTION 1: School Site Information</b>   |  |
| 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):<br>Armand Garcia  | Date: 4/19/17  |
| Name of After School Program: Community Bridges After School  |  |
| <b>SECTION 2: PROGRAM OPERATIONS: Average Daily Attendance, Program Dates, Minimum Days</b><br>To be compliant with grant requirements, the after school program must commence immediately upon the conclusion of the regular day, operate a minimum of 3 hours/day, and be open until at least 6pm on every school day for elementary and middle schools. (EC 8483) Programs are required to operate at 180 days of the school year.<br>* CDE allows programs to close for a maximum of 3 days during the school year for professional development. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates, including training agenda and staff sign in sheets |  |
| Projected Daily Attendance during School Year 2017-2018   | 91   |
| First Day of Program Operations for the 2017-18 school year   | 8/21/17  |
| Last Day of Program Operations for the 2017-18 school year  | 6/6/18   |
| List the three days (if any) your program plans to close this year for PD. The program must be open every other day of the school year.   | 6/7/18   |
| <b>Minimum Days</b><br>When a school holds minimum days, the after school program is required to begin as soon as the school day ends, and run a long day until 6pm.  |  |

|   |  |
|---|--|
| <p>Minimum days have significant impact on 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.</p>   |  |
| <p>Projected Number of Minimum Days for School Year 2017-2018</p> <p><i>*School should provide lead agency with a calendar of minimum days before the 1st day of school.</i></p>  | <p>53</p>  |
| <p>Describe funding plan to operate program on the minimum days indicated above, including additional school resources (if any).</p>  | <p>Parent Fees from paying families will help cover operating costs on minimum days.</p> |
| <p>Please note that the ASES and 21st Century grant from CDE does not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, what school funds will be utilized to fund these additional hours of program?</p>  | <p>Parent Fees from paying families will help cover operating costs on minimum days.</p> |
| <p><b>SECTION 3: Program Model and Lead Agency Selection</b></p>  |  |
| <p>For 2017-2018, my site will operate the following program model:</p>   |  |
| <p><input checked="" type="checkbox"/> <b>Traditional After School:</b> <i>voluntary program open to all students, with enrollment priorities targeting certain students</i></p>  |  |
| <p><input type="checkbox"/> <b>Extended Day Program:</b> <i>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)</i></p>   |  |
| <p><input type="checkbox"/> <b>Blended/Hybrid:</b> <i>combination of some extended day and some traditional after school programming</i></p>  |  |
| <p><b>Description and Rationale for Selection of Lead Agency</b></p> <p>Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.</p>  |  |
| <p>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</p> |  |

| <p>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.</p> <p>LLS served has successfully served as the ASES lead agency for the 2016-2017 school year and provided a fee-based after school program for three years prior. 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.</p> |  |  |   |
|--|--|--|---|
| <p><b>SECTION 4: SCHOOL PRIORITIES AND GOALS IN SPSA</b></p>   |  |  |   |
| <p>In collaboration with school leadership, review the school's priorities and goals listed in its 2017-18 SPSA school site plan. All after school programs are expected to support the school's goals for: 1) Conditions for Student Learning and 2) Family and Student Engagement</p>  |  |  |   |
| <p>Additionally, identify at least 1 other priority area from the list below that your afterschool program will intentionally support. For each of the priority area marked below, fill in the specific priority and multi-year goal from the school's SPSA plan.</p>  |  |  |   |
| (Select at least 1 additional priority)  | Priority Area  | Specific Priority (as written in SPSA) | Multi-Year Goal (as written in SPSA)  |
| X  | Language and Literacy  | Literacy                               | All MLA non- newcomer students will be proficient readers of grade-level texts, as measured by SRI/EDL/DRA benchmarks.  |
|  | Mathematics  |  |   |
| X  | Conditions for Student Learning/Culture & Climate (required) | Climate                                | Students will use the character expectations to guide their actions and interactions with their peers and adults in the classroom and in all other areas of the school. |
| X  | Family and Student Engagement (required)                     | Climate                                | Students will use the character expectations to guide their actions and interactions with their peers and adults in the classroom and in all other areas of the school. |



| Arts/Music/World Languages/Electives   |  | PROGRAM ACTIVITIES ALIGNED TO SPSA GOALS        |   |                               |
|--|--|---|---|-------------------------------|
| Fill out the following matrix for the school priority areas marked above. Describe the activities your program will offer to support the school priority areas selected above. |  |   |   |                               |
| Priority Area  | Describe the after school activities that will support this school priority/goal | Target Population                               | Measurable Outcomes   | Frequency & Schedule (hrs/wk) |
| Language and Literacy  | Targeted Intervention  | Students selected by certificated teacher       | 100% of selected students will receive intervention at least 1 hour/week  | 1 hour/week                   |
|  | HW Support   | All Students                                    | 100% of students  | 4 hours/week                  |
|  | Literacy Skill Building Activities   | 2 <sup>nd</sup> -5 <sup>th</sup> Grade Students | 100% of 2 <sup>nd</sup> - 5 <sup>th</sup> Grade students will participate in at least one hour of Literacy focused skill building activities each week. | 1 hours/week                  |
| Mathematics  | Math Skill Building Activities   | 2 <sup>nd</sup> -5 <sup>th</sup> Grade Students | 100% of 2 <sup>nd</sup> - 5 <sup>th</sup> Grade students will participate in at least one hour of Math focused skill building activities each week.     | 1 hour/week                   |
|  |  |   |   |                               |
| Conditions for Learning (Culture &   |  |   |   |                               |
|  |  |   |   |                               |

|  |  |   |   |  |
|--|--|---|---|--|
| <p><b>Climate) (required)</b><br/> <b>Family &amp; Student Engagement (required)</b></p> | <p>Parent Orientation/Registration</p> <p>Student EXPO</p>   | <p>All Students</p> <p>All Students</p>   | <p>100% of ASP parents will meet with the Site Coordinator and attend a Registration/Orientation Day to receive information about the after school program.</p> <p>90% of students will participate in a performance for the student EXPO.</p>  | <p>August 2017</p> <p>2 Times each year at the end of each semester (January 2018, May 2018)</p> |
| <p><b>Arts/Music/Languages/ Elective OR Additional Priority (specify: )</b></p>          | <p>Visual Arts (Mixed Media Arts, Mural Painting, Arts &amp; Crafts, Art &amp; Origami)</p> <p>Ballet Folklorico</p> <p>Capoeira</p> | <p>All Students</p> <p>2<sup>nd</sup> – 5<sup>th</sup> Grade</p> <p>2<sup>nd</sup> – 5<sup>th</sup> Grade</p> | <p>100% of students will participate in at least one Visual Arts focused class.</p> <p>100% of 2<sup>nd</sup> – 5<sup>th</sup> Grade students will have the opportunity to participate in Ballet folklorico.</p> <p>100% of 2<sup>nd</sup> – 5<sup>th</sup> Grade students will have the opportunity to participate in Ballet folklorico.</p> | <p>Minimum 2 hour/week</p> <p>Minimum 1 hour /week</p> <p>Minimum 1 hour/week</p>                |

|  |  |   |   |
|--|--|---|---|
| Percussion   | 6 <sup>th</sup> - 8 <sup>th</sup> Grade                                      | 100% of 6 <sup>th</sup> -8 <sup>th</sup> Grade students will have the opportunity to participate in Percussion classes. | Minimum 1 hours/week                              |
| <p><b>SECTION 5: OUSD STRATEGIC TARGETS - MIDDLE SCHOOL</b></p> <p>In OUSD's Pathway to Excellence Strategic Plan, ultimately the entire OUSD school system is working toward the goal to prepare all students to be college, career, and community ready. To meet this strategic goal, middle schools must prepare their students to be <i>high school ready</i> by the time they graduate from the 8th grade.</p> <p><b>High School Readiness:</b> OUSD measures high school readiness by the percentage of 8th graders who meet the following criteria at the end of the 8th grade: a 2.5 or better GPA; no Ds or Fs in Math or English; no suspensions; and at least a 96% attendance rate for their 8th grade year.</p> <p>Preparing for high school and being "high school ready" begins well before the 8th grade year. Starting with 6th graders, middle school after school programs can play an important role, collaboration with the school day, to support students to be <i>high school ready</i>.</p> <p>Examples of activities middle school after school programs can do in partnership with the school day to support high school readiness may include:</p> <ul style="list-style-type: none"> <li>● Host parent education nights to learn about high school requirements and discuss high school readiness indicators</li> <li>● Work with students to monitor their grades on AERIES and provide targeted academic mentoring and/or tutoring to students falling behind in their classes</li> <li>● Help communicate attendance or behavior concerns to parents</li> <li>● Hold celebrations to acknowledge students' progress on grades, attendance, good behavior, etc.</li> <li>● Hire teachers on extended contract to provide targeted intervention to students struggling in Math or English</li> <li>● Begin high school readiness discussions early with 6th and 7th graders</li> <li>● etc.</li> </ul> <p>Discuss with your Site Administrator possible ways your after school program can support high school readiness. Complete the following matrix to indicate how your after school program will work in partnership with your school to support students to meet any of the indicators above that relate to the high school readiness target.</p> |  |   |   |
| District Strategic Target  | Describe the ASP activities that will support this district strategic target | Target Population   | Measurable Outcomes<br><br>Frequency/<br>Schedule |

|                              |   |             |   | (hrs/wk)   |
|------------------------------|---|-------------|---|------------|
| <b>High School Readiness</b> | Instructors will provide HW support and monitor HW Completion and Submission. Instructors will communicate regularly with school day teachers in order to monitor progress.                                 | MS Students | Attendance data using Cityspan, HW completion and submission tracking | 4 hours/wk |
|                              | Including new comer students on sports teams. This will provide opportunities for newcomer students to make new friends, be a part of a team and participate in a positive way during after school program. | MS Students | 100% participation in recreation classes, Attendance Data             | 2 hours/wk |
|                              | Leadership class with a service learning focus. This will help students understand their potential positive impact on their community.  | MS Students | Presentations, attendance   | 2 hours/wk |

**SECTION 6: ADDITIONAL ACADEMICS**

Use this section to list any other academic program activities *not already listed in Sections 4 and 5 above* that will be offered.

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 OUSD After School requirements, if not already listed above:

**Recommended Middle School Academic Programming:**

- Teachers on extended contract to provide after school intervention in math, language/literacy, or English language development

Your program can offer a range of academic supports including:

- 1) Homework Support
- 2) Tutoring
- 3) Academic skill building
- 4) Targeted intervention or direct instruction by credentialed teacher
- 5) Language development for English Language Learners

| Description of program/activity | Target Population | Academic Support (choose one) | SPSA goal(s) or school need supported by activity | Measurable Outcomes | Frequency (hrs/week; # of weeks) |
|---------------------------------|-------------------|-------------------------------|---|---------------------|----------------------------------|
|                                 |                   |                               |   |                     |                                  |

|                           |  |  |                       |   |              |
|---------------------------|--|--|-----------------------|---|--------------|
| Daily Homework Support    | All students.  | Academic Skill Building<br>ELL Language develop.<br>X Homework Support<br>Targeted Intervention or Instruction by Cred. Teacher Tutoring | Literacy Proficiency  | <ul style="list-style-type: none"> <li>100% of students who are present will receive homework support and will begin their silent reading during program.</li> <li>Overall, afterschool participants will show an overall increase in their reading levels as measured by benchmark assessments.</li> </ul> | 4 hours/week |
| Academic Intervention     | Middle School Students based on Academic Assessments | Academic Skill Building<br>ELL Language develop.<br>Homework Support<br>X targeted Intervention or Instruction by Cred. Teacher Tutoring | Literacy proficiency  | <ul style="list-style-type: none"> <li>Participants will show an overall increase in their reading levels as measured by benchmark assessments.</li> </ul>  | 2 hours/week |
| Literacy Instruction      | Elementary Students                                  | X Academic Skill Building<br>ELL Language develop.<br>Homework Support<br>Targeted Intervention or Instruction by Cred. Teacher Tutoring | Literacy Proficiency  | <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>   | 1 hour/week  |
| Math Instruction/ ST Math | Elementary Students                                  | X Academic Skill Building<br>ELL Language develop.<br>Homework Support<br>Targeted Intervention or Instruction by Cred. Teacher Tutoring | Math/STEM Proficiency | <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>   | 1 hour/week  |

|   |   |  |   |  |  |
|---|---|--|---|--|--|
| STEM Instruction  | All Students  | X Academic Skill Building<br>ELL Language develop.<br>Homework Support<br>Targeted Intervention or<br>Instruction by Cred. Teacher<br>Tutoring | Math/STEM<br>Proficiency  | <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> | 2 hours/ week  |
| <p><b>SECTION 7: ENRICHMENT &amp; PHYSICAL ACTIVITY / RECREATION</b><br/>Please list any additional enrichment activities your program will offer, that are not already listed in Sections 4, 5, and 6 above.</p> <p>OUSD Middle School After School Programs will receive curriculum and professional development to implement the following new enrichment requirements, which should be included in your matrix below and in your program schedule.</p> <p><b>Required Middle School Enrichment components:</b></p> <ul style="list-style-type: none"> <li>MESA programming one hour/week (sites will receive support with MESA implementation)</li> <li>STEM programming one hour/week (coding and/or other STEM curriculum and professional development will be provided)</li> <li>Career exploration programming</li> </ul> <p>Enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities can 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, STEM, arts learning, and student engagement.</p> |   |  |   |  |  |
| <b>Description of Program/ Activity</b>   | <b>Rationale</b>  | <b>SPSA goal(s) or school need supported by activity</b>   | <b>Target Population &amp; Frequency (hrs/week; # of weeks)</b> | <b>Targeted Skills</b>   | <b>Measurable Outcome</b>  |
| Visual Arts: Arts & Crafts, Urban Arts, Mural Painting  | Student Identified<br>X School Identified<br>Parent Identified<br>Other (specify) | High Quality Work, Student Engagement, Safe, Healthy, and Supportive School  | All Students in ASP, 2 hrs/week                                 | Academic skill develop.<br>X Arts learning<br>College/Career Readiness<br>Health and Wellness<br>X Social/Emotional Learning<br>STEM/Technology<br>Youth Leadership            | All participating students will have work to display at the student expos two times each year. |
| Performing Arts: Afro-Brazilian Dance, Ballet   | Student Identified<br>X School Identified<br>X Parent Identified                  | Quality Work, Student  | All Students in ASP, 2 hrs/week                                 | Academic skill develop.<br>X Arts learning<br>College/Career Readiness   | All participating students will  |

|  |   |   |  |   |  |
|--|---|---|--|---|--|
| Folklorico, Capoeira, Percussion, Drama  | Other (specify)   | Engagement, Safe, Healthy, and Supportive School  |  | X Health and Wellness<br>Social/Emotional Learning<br>STEM/Technology<br>Youth Leadership   | perform at the student expos two times each year.              |
| Seasonal Sports/Recreation: Soccer, Basketball, Flag Football, Outdoor Games   | X Student Identified<br>X School Identified<br>X Parent Identified<br>Other (specify) | Quality Work, Student Engagement, Safe, Healthy, and Supportive School                                | All Students in ASP, 2 hrs/week                      | Academic skill develop.<br>Arts learning<br>College/Career Readiness<br>X Health and Wellness<br>Social/Emotional Learning<br>STEM/Technology<br>Youth Leadership | All students will participate in recreation activities in ASP. |
| <p><b>SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY</b><br/> Please list any additional family engagement activities your program will offer, that are not already listed in Sections 4 above.</p> <p>After school programs can help foster parent involvement, connect families to the larger school community, and communicate important information related to the 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.</p> <p>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: <i>The activities listed below must align to your 21<sup>st</sup> Century Family Literacy budget plan.</i></p> |   |   |  |   |  |
| 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> </ul>     | Parent/ Caregivers will be briefed on all the after school program policies and procedures as well as | 100% of Parents are oriented, prior to program start | All policies and procedures have been vetted through the school's principal to ensure   |  |

|  |  |   |   |
|--|--|---|---|
|  | <ul style="list-style-type: none"> <li>School Culture</li> <li>Chronic Absence</li> </ul>        | <p>vision, mission, goals and youth outcomes</p>  | <p>alignment and consistent messaging</p>                                   |
| <p>Family and Student Events (Art Gallery)</p> | <ul style="list-style-type: none"> <li>Family and Community Engagement School Culture</li> </ul> | <p>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.</p> | <p>Increases the amount of parents/ caregivers who attend school events</p> |
| <p>Student EXPOS</p>                           | <ul style="list-style-type: none"> <li>Family and Community Engagement School Culture</li> </ul> | <p>Parent/Caregivers will attend, celebrate the work that has occurred during ASP, become informed about program offerings and program staff.</p>                   | <p>Increases the amount of parents/ caregivers who attend school events</p> |

**SECTION 9: PROGRAM SCHEDULE**

- a) Submit your program schedule as an attachment, using the standard program schedule template. The after school schedule must indicate the school name, program name, and the program year. Please note that programs will be asked to submit updated program schedules at the beginning of both the Fall and Spring semesters.
- b) The Program Schedule must clearly show when all after school activities listed in the Sections 4 - 7 will be taking place.
- c) Make sure program schedule clearly shows when the following middle school program requirements will take place:
- MESA programming one hour/week (sites will receive support with MESA implementation)
  - STEM programming one hour/week (coding and/or other STEM curriculum and professional development will be provided)
  - Career exploration programming
- d) Submit a copy of the school bell schedule for the 2017-18 school year.
- Important Notes:** 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 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)



| SECTION 10: SATISFACTORY SCHOOL DAY ATTENDANCE AND CHRONIC ABSENCE ACTION PLAN  |   |
|---|---|
|   | Action Steps  |
| <p>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.</p> <p><i>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.</i></p> <p>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.</p> |   |
| <p><b>Strategies to Support Attendance</b></p> <p>a) Recruit and address the needs of students who are at risk of chronic absenteeism.</p> <p>b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.</p> <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> </ul> <p>Engage school day personnel for additional information around home life and new challenges the student/family may be facing</p> |

|   |   |
|---|---|
| <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> |
| <p><b>SECTION 11: TRANSFORMING SCHOOL CULTURE AND CLIMATE</b><br/>                 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.</p> <p>The following are strategies that OUSD schools are taking to create positive school culture and climate:</p> <ul style="list-style-type: none"> <li>• Positive Behavioral Intervention and Supports (PBIS)</li> <li>• Restorative Justice/Restorative Practices (RJ)</li> <li>• Social and Emotional Learning (SEL)</li> </ul> <p>After school and school day partners can collaborate and intentionally align their efforts around these strategies, in order to create seamless, positive culture and climate from 8am - 6pm for students.</p> <p>a) Discuss with your Site Administrator which strategies your school is using to support positive school culture and climate. Complete the following matrix by selecting <i>at least one strategy</i> that the school day and after school programs will work intentionally to align. Detail what the after school program will do to align with school day efforts for each selected strategy. This may include any of the following action steps for alignment:</p> <ul style="list-style-type: none"> <li>• Participate in site-level professional development (PD) together with school day staff</li> <li>• Participate in district-sponsored PD, including PD offered by the Expanded Learning Office</li> <li>• Participate in relevant school committees (ie. Culture and Climate Committee, COST, ILT, etc.)</li> <li>• Align with school day curriculum and practices</li> <li>• Align with school day routines and structures</li> <li>• Observe school day classrooms to align expectations and practices</li> <li>• Other ways to align (please specify)</li> </ul> |   |
| <p>Select at least 1 strategy:</p>  | <p>Strategy</p> <p>What will the after school program do to align with school day efforts in this area?</p>   |

|  |  |   |
|--|--|---|
|  | Positive Behavioral Intervention and Supports (PBIS) |   |
| X  | Restorative Justice/Restorative Practices (RJ)       | 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 in staff utilizing Restorative Justice strategies. |
|  | Social and Emotional Learning (SEL)                  |   |
| <p><b>b) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.).</b></p> <p>At this time, MLA does not reflect the patterns of dis-proportionality is 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.</p> <p><b>SECTION 12: Coordination with Other Service Providers</b><br/> <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.</b></p> <p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p> |  |   |
| <p>X COST team (Coordination of Services Team)<br/> X SST (Student Study Team)<br/> SSC (School Site Council)<br/> ILT (Instructional Leadership Team)<br/> X PTA<br/> Attendance Team/Workgroup<br/> SPSA Site Planning team<br/> X School Culture/Climate Committee<br/> School Safety Committee<br/> Other (specify)</p>  |  |   |

|   |   |
|---|---|
| <p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>   | <p>We hire community artists as Enrichment Specialists to provide a variety high quality enrichment activities</p>  |
| <p>List all subcontractors who will be paid to deliver after school services.</p>   | <p>Ballet Folklorico - TBD</p>  |
| <p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p> | <p>Principal<br/>                 Assistant Principal<br/>                 Academic Liaison<br/>                 Program Staff and Volunteers<br/>                 Office Manager<br/>                 Custodial Staff<br/>                 School Psychologist/Mental Health Staff<br/>                 Counselors<br/>                 School Faculty</p> |

**Section 13: 2017-18 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.

**Priority Enrollment and Transitions Support for High Need Populations of Students**

According to new grant legislation, foster youth and homeless youth will receive priority enrollment in after school programs. Additionally, OUSD prioritizes English language learners and newcomers for after school services, so that the number of ELL students in after school programs is reflective of their percentage in the school population.

These high need student populations are transitional youth who often enter the OUSD school system mid-year, and whose program attendance may be less consistent due to the transitional nature of their home environments.

Important note: *The law states that program fees cannot be charged to homeless and foster youth participating in the program.*

**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.
- 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.)

**13a) TARGET POPULATION FOR AFTER SCHOOL PROGRAM:**

In the matrix below, describe targeted student populations in order of priority. Specify data that will inform student selection. Identify targeted recruitment strategies for each population.

Which grade levels will you serve in this program? 2<sup>nd</sup> – 8<sup>th</sup> Grade

| Target Population(s) | Specific Data to Inform Selection of Program Participants | Targeted Recruitment Strategies  |
|----------------------|---|--|
| Homeless youth       | School Enrollment Information, Academic Performance Data  | Reach out directly to identified students and invite to register for the after school program. Offer fee waiver applications to identified students. |
| Foster youth         | School Enrollment Information, Academic Performance Data  | Reach out directly to identified students and invite to register for the after school program.   |

|   |   |   |
|---|---|---|
| English language learners and/or Newcomers                                      | School Enrollment Data, Academic Performance Data | Offer fee waiver applications to identified students.<br>Reach out directly to identified students and invite to register for the after school program. Offer fee waiver applications to identified students. |
| Newcomers   | School Enrollment Data, Academic Performance Data | Reach out directly to identified students and invite to register for the after school program. Offer fee waiver applications to identified students.  |
| Students from socio-economically disadvantaged families/backgrounds             | FRL Data  | Reach out directly to identified students and invite to register for the after school program. Offer fee waiver applications to identified students.  |
| Students in need of additional social and emotional learning skills development | Teacher or counselor referral/recommendation      | Request recommendations from Principal and Teachers. Reach out directly to identified students.   |

**13b) MODIFICATIONS FOR HIGH NEED TRANSITIONAL STUDENTS:**

How will you modify your enrollment and attendance policies to make your program accessible for foster, homeless, and Newcomer students who transition 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 staff will include bilingual instructors and teach academic and enrichment curriculum in both languages so that it mirrors and supports the school day dual immersion language program. We will allot an additional 2-3 spots per grade in order to support any newcomer student that may join the MLA community mid-year.

**13c) ENROLLMENT PROCESS AND TIMELINE:**

Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2017. Indicate how families will be notified of 2017-18 enrollment before the last day of school, June 9, 2017.

| Timeline       | After School Enrollment Steps/Process  | Individual(s) responsible      |
|----------------|--|--------------------------------|
| May 8, 2017    | Distribute Applications to School Community  | Site Director                  |
| May 19, 2017   | Apps Due for all interested families   | MLA Families                   |
| Week of May 29 | Parent Orientation for students that have submitted applications   | Program Director/Site Director |
| August 2017    | 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 2017-18 programs.
- Families will be notified of 2017-18 after school enrollment before the last day of school, June 9, 2017.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2017, except for slots reserved for transitional students (ie. Foster and Homeless youth; Newcomers) entering the school mid-year.
- All programs must maintain waitlists after program slots are filled.

**13d) 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: Maye Cont Lead Agency Signature: [Signature]

**Section 14: 2017-18 Assurances for Grant Compliance and After School Alignment with School Day**

Principal and Lead Agency representative will review and discuss each assurance below. Please note hyperlinks for the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent and 2) Quality Support Coach Role Description.

| 2017 ~ 18 Assurances for Grant Compliance and After School Alignment with School Day |                      |
|--|----------------------|
| Principal Initials   | Lead Agency Initials |
| me   | mn                   |
| me   | mn                   |
| me   | mn                   |
| me   | mn                   |
| me   | mn                   |
| me   | mn                   |
| me   | mn                   |
| me   | mn                   |
| me   | mn                   |



|    |   |
|----|---|
| me | culture & climate.  |
| me | <p>9) Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services.</p> <p>10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that programs are required to operate until 6pm on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.</p> |

Principal Signature: *Maya* Lead Agency Signature: *[Signature]*

**Section 15: After School Quality Support Coach**

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 continuous quality improvement processes 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, curriculum, instructional strategies, data, and strategies to ensure positive school culture and climate.
- 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 required budget allocation for this position is \$2,500 for the year, equivalent to 72 hrs/year at a Paid-In-Service contract rate of \$34.67/hour. (Note this pay rate may change if there are district pay raises next year.)

**Quality Support Coaching Planning**

a) Please identify who will fulfill the Quality Support Coach role for 2017-18:

X 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 an extended contract to provide direct service to students after school, such as math or literacy intervention and ELL instruction.

**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 \$26.61/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 \$34.67 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract. Note these pay rates may change if there are district pay raises next year.**

| List after school classes/activities that will be facilitated by teachers on extended contract | Anticipated hours/week for teacher on extended contract |
|--|---|
| Targeted Intervention  | At least 1 hour/week                                    |
|  |   |
|  |   |
|  |   |

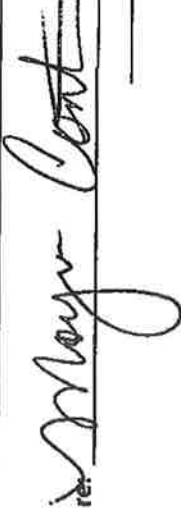
Principal Signature: \_\_\_\_\_


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

**Section 16: After School Safety and Emergency Planning for 2017-18**

| <b>After School Safety and Emergency Planning</b>  |   |
|--|---|
| <p>A) The Comprehensive School Site Safety Plan includes the <u>After School Emergency Plan</u>. The Site Administrator and After School Program (ASP) Site Coordinator will update the After School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.</p> <p>Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response:</p> <p><input checked="" type="checkbox"/> Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.</p> <p><input checked="" type="checkbox"/> Site will share Comprehensive School Site Safety Plan with after school partner.</p> <p><input checked="" type="checkbox"/> School day and after school programs will coordinate emergency drill schedules &amp; procedures (ie. earthquake, fire, and lockdown drills).<br/>After School staff will participate in site-level faculty safety trainings.</p> <p><input checked="" type="checkbox"/> School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.</p> <p><input checked="" type="checkbox"/> Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.</p> <p>Other. Specify:</p> | <p>B) Describe the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.</p> <p>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.</p> |
| <p>C) Principal and Site Coordinator have reviewed the <u>OUSD After School Emergency/Crisis 1st Level Response Notification Protocol</u> and understand expectations regarding communication and <u>incident reporting</u> when an issue involving after school safety occurs.</p> <p style="text-align: right;">X Yes      No</p>  | <p><b>Facility Keys</b></p> <p>It is critical that the After School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. Will the After School Program have access to facility keys for all areas where after school programming occurs?</p> <p style="text-align: right;">X Yes      No</p>   |

|  |
|--|
| <p>If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:</p>                    |
| <p><b>SSO Staffing: (check one)</b></p>  |
| <p><input checked="" type="checkbox"/> Site will utilize after school and/or school day funds to pay Extra time/Over time (ET/OT) for an after school SSO.</p> |
| <p><input type="checkbox"/> Site does not need an SSO</p>  |
| <p><input type="checkbox"/> Site does not have the resources to fund an after school SSO.</p>  |

Principal Signature: 

Lead Agency Signature: 

**Section 17: Professional Development and Staff Wellness**

|   |   |
|---|---|
| <p><b>Professional Development Expectation</b><br/>                 After school staff will receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs will utilize data, including YPQA/SAPQA program quality data, to determine the areas of focus for professional development. Providing after school staff with meaningful professional development is a shared opportunity &amp; responsibility for both the lead agency and host school site.</p> <p>Additionally, the OUSD Expanded Learning Office will provide extensive professional development throughout the year including: mandatory After School August Institute (week of July 31 - Aug. 4); mandatory monthly site coordinator meetings (2 hrs/month), continuous quality improvement (CQI) trainings; monthly agency director meetings; various professional learning communities (time commitment varies); local conferences (ie. annual Bridging the Bay conference), and other relevant district trainings (ie. safety, PBIS, etc.).</p> | <p>a) What professional development, coaching, and training supports will be provided by the lead agency partner?</p> <p>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.</p> <p>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 orientations 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.</p> <p>b) What professional development opportunities will be provided by the school site?</p> <p>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.</p> <p><b>Please review and sign off on the following:</b></p> |
|---|---|

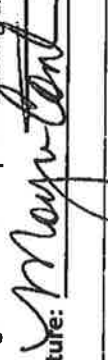

|   |
|---|
| <p>My lead agency and school partner understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). X Yes No</p>   |
| <p><b>Staff Wellness</b><br/>Please describe ways your program will work to support staff wellness over the course of the year:</p>   |
| <p>Staff wellness will be incorporated into check ins at all of our weekly staff meetings. Site Director will check in individually with staff. Staff will be buddied up with another instructor for the school year and they will be responsible to each other to ensure that their buddy is following through with their self-care plan which will be created at the beginning of the year.</p>   |
| <p><b>Social and Emotional Learning (SEL)</b><br/>Developing SEL skills in students and 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.<br/>Describe how you will work intentionally to develop SEL skills in program staff, so that they can model SEL skills to students:<br/>Staff will receive training related to SEL strategies in order to support the school day goals and create a safe and warm environment. MLA uses restorative justice practices and after school staff will also utilize these strategies when working with students. On going collaboration and communication with the regular school day program will allow us to plan for staff to attend trainings or provide trainings related to SEL work in after school.</p>   |
| <p><b>Continuous Quality Improvement (CQI)</b><br/>Engaging in continuous quality improvement processes is an OUSD expectation for all schools and after school programs, and is a condition for ongoing after school grant funding from the CA Dept. of Education. The OUSD Expanded Learning Office has adopted a research-based <b>Assess-Plan-Improve CQI</b> process utilizing national quality standards for youth development. All OUSD after school programs are expected to fully engage in and complete the following steps of the CQI cycle each year, and submit corresponding CQI deliverables to the school district on a timely basis:</p> <ul style="list-style-type: none"> <li>- beginning of year self-assessment using YPOA/SAPQA tool</li> <li>- planning with data (using self assessment and external assessment POA data, and other program data as available)</li> <li>- development of quality action plan (QAP) with SMART goals for program improvement</li> <li>- year-end self-assessment and QAP progress check</li> </ul> |

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

**Review and mark all commitments:**

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

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

Principal Signature:  Lead Agency Signature: 

**Section 18: Addendum for 21<sup>st</sup> Century Community Learning Center Grantees Only**  
**21st Century Equitable Access and Supplemental Programming**

**Equitable Access: (must be completed by all programs that receive 21<sup>st</sup> Century Equitable Access funding)**

Some 21<sup>st</sup> Century programs receive extra Equitable Access funding. The intent of Equitable Access funding is to provide targeted supports for special populations of students who may face challenges and barriers to program participation. Examples of allowable use of Equitable Access funds include:

- additional academic interventions/supports to struggling students (i.e. English Language Learners, students with special needs, etc.)
- mental health support services that enable students to fully participate in the after school program
- translation services, bus tickets, and other supports that make it possible for students to participate in program

How will your 21<sup>st</sup> Century program support equitable access in your program? Which population(s) of students in your program will receive extra support through the Equitable Access supplemental grant? Please describe your planned use of Equitable Access funds. *Your plans must*



*align with your Equitable Access budget.*

**21<sup>st</sup> Century Supplemental Programming during 2017-18 School Year**  
 Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2017-18 school year. Your supplemental program plans must match your proposed supplemental program budget. (Please do NOT include summer program plans here; there will be a separate summer planning template.)

Number of supplemental program days you plan to offer during the 2017-18 school year:

Dates of Service:

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

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

Principal Signature: *Maya Cant* Lead Agency Signature: *[Signature]*

Section 19: Addendum for Middle School After School Programs Only  
 Middle School Sports

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.

|   |  |
|---|--|
| <p>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.</p> | <p> <input checked="" type="checkbox"/> Co-ed Flag Football<br/> <input type="checkbox"/> Girls Cross Country<br/> <input type="checkbox"/> Boys Cross Country<br/> <input checked="" type="checkbox"/> Girls Basketball<br/> <input checked="" type="checkbox"/> Boys Basketball<br/> <input checked="" type="checkbox"/> Girls Soccer<br/> <input checked="" type="checkbox"/> Boys Soccer<br/> <input type="checkbox"/> Girls Track and Field<br/> <input type="checkbox"/> Boys Track and Field<br/> <input type="checkbox"/> Girls Volleyball<br/> <input type="checkbox"/> Boys Volleyball<br/> <input type="checkbox"/> Other: (Please describe _____)         </p> |
|---|--|

- I understand that my middle school sports activities will be listed on my 2017-18 program schedule.
- 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.
- 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.
- I understand that individuals providing coaching for middle school sports will need to go through the OUSD coaches hiring process.

Principal Signature:  Lead Agency Signature: 

## 2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 6/2/2017

| Site Name:  | <b>Melross Leadership Academy</b>   |   |                   |                   |                  |                  |
|---|---|---|-------------------|-------------------|------------------|------------------|
| Site #:   | <b>235</b>  |   |                   |                   |                  |                  |
| Average # of students to be served daily (ADA):                 | <b>91</b>   | % |                   |                   |                  |                  |
| <b>TOTAL GRANT AWARD</b>  |   |   | <b>124,209.00</b> | <b>279,659.24</b> | <b>0.00</b>      | <b>11,525.73</b> |
| <b>CENTRAL COSTS: INDIRECT ADMIN EVAL PD CUSTODIAL SUPPLIES</b> |   |   |                   |                   |                  |                  |
|   | OUSD Indirect (5%)  |   | 5,914.29          |                   |                  |                  |
|   | OUSD ASPD admin, evaluation, and training/technical assistance costs  |   | 7,738.32          |                   |                  |                  |
|   | Custodial Staffing and Supplies at 3.5%   |   | 3,859.16          |                   |                  |                  |
|   | <b>TOTAL SITE ALLOCATION</b>  |   | <b>106,678.24</b> |                   |                  |                  |
| <b>CERTIFICATED PERSONNEL</b>                                   |   |   |                   |                   |                  |                  |
| 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             |                  |
| 1120  | Certificated Teacher Extended Contracts- ELL supports   |   |                   |                   |                  |                  |
| 1120  | Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)                   |   |                   |                   | 0.00             |                  |
|   | <b>Total certificated</b>   |   | <b>2,500.00</b>   |                   | <b>0.00</b>      |                  |
| <b>CLASSIFIED PERSONNEL</b>                                     |   |   |                   |                   |                  |                  |
| 2205  | Site Coordinator (list here, if district employee)  |   | 0.00              | 0.00              | 0.00             | 0.00             |
| 2220  | SSO (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>      |
| <b>BENEFITS</b>   |   |   |                   |                   |                  |                  |
| 3000's  | Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)                                |   | 500.00            |                   | 0.00             |                  |
| 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>BOOKS AND SUPPLIES</b>                                       |   |   |                   |                   |                  |                  |
| 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             |
| 5828  | Field Trips   |   | 0.00              |                   | 0.00             | 0.00             |
| 4420  | Equipment (OUSD only)   |   | 0.00              |                   | 0.00             | 0.00             |
|   | COI Training (scoring meetings, planning with Data, observations, etc.)   |   |                   | 500.00            |                  |                  |
|   | Bus tickets for students  |   |                   |                   |                  |                  |
|   | District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings) |   |                   | 300.00            |                  |                  |
|   | Family Literacy   |   |                   | 261.80            |                  |                  |
|   | <b>Total books and supplies</b>   |   | <b>0.00</b>       | <b>1,061.80</b>   | <b>0.00</b>      | <b>5,000.00</b>  |
| <b>CONTRACTED SERVICES</b>                                      |   |   |                   |                   |                  |                  |
| 5825  | Site Coordinator (list here if OUSD staff)  |   | 0.00              | 18,982.90         | 46,037.00        |                  |
| 5825  | 3 Academic ES Program Instructors - 20 hours/week X 36 weeks + 40 hours/Prep/PD +24 hours min. days X \$18/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   |   | 0.00              | 0.00              | 25,088.00        |                  |

|   |   |        |            |            |            |           |           |
|---|---|--------|------------|------------|------------|-----------|-----------|
| 5825                                    | 1 STEM/Academic MS Program Instructors - 20 hours/week X 36 weeks + 40 hours/Prep/PD +24 hours min days X \$22/hr |        | 0.00       | 17,248.00  |            |           |           |
| 5825                                    | 2 Academic MS Program Instructors - 20 hours/week X 36 weeks + 40 hours/Prep/PD +24 hours min days X \$22/hr      |        | 0.00       | 34,496.00  |            |           |           |
| 5825                                    | 3 Enrichment Specialists - 20 hours/week X 36 weeks + 6 hours Pre/PD + 24 hours min days X \$93/hr                |        |            |            | 67,500.00  |           |           |
| 5825                                    | Asistant Coordinator - 20 hours/week X 36 week + 40 hours Prep/PD + 24 hours min days X \$22/hr                   |        |            |            | 17,248.00  |           |           |
| 5825                                    | Program Director  |        |            |            | 25,000.00  |           |           |
| 5825                                    | Subcontractor Ballet Folklorico   |        |            |            | 13,000.00  |           |           |
|   | Total services  |        | 0.00       | 81,250.00  | 220,951.00 | 0.00      | 0.00      |
| <b>IN-KIND DIRECT SERVICES</b>          |   |        |            |            |            |           |           |
|   |   |        |            |            |            | 0.00      | 0.00      |
|   |   |        |            |            |            | 0.00      |           |
|   |   |        |            |            |            |           |           |
|   |   |        |            |            |            |           |           |
|   | Total value of in-kind direct services  |        |            |            |            | 0.00      | 0.00      |
| <b>LEAD AGENCY ADMINISTRATIVE COSTS</b> |   |        |            |            |            |           |           |
|   | Lead Agency admin (4% max of total contracted \$)   |        |            | 2,985.43   | 25,423.48  |           | 6,525.73  |
| <b>SUBTOTALS</b>                        |   |        |            |            |            |           |           |
|   | Subtotals DIRECT SERVICE  | 85.00  | 10,267.16  | 85,312.84  | 254,234.75 | 0.00      | 5,000.00  |
|   | Subtotals Admin/Indirect  | 15.00  | 15,664.67  | 2,965.43   | 25,423.48  |           | 6,525.73  |
| <b>TOTALS</b>                           |   |        |            |            |            |           |           |
|   | Total budgeted per column   |        | 25,921.73  | 88,278.28  | 279,658.24 | 0.00      | 11,525.73 |
|   | Total BUDGETED  | 100.00 | 124,200.00 | 279,658.24 | 0.00       | 11,525.73 |           |
|   | BALANCE remaining to allocate   |        | 0.00       | 0.00       | 0.00       | 0.00      | 0.00      |
|   | TOTAL GRANT AWARD/ALLOCATION TO SITE  |        | 124,200.00 | 279,658.24 | 0.00       | 11,525.73 |           |

|  |             |
|--|-------------|
| <b>AGES MATCH REQUIREMENT:</b>   |             |
| AGES requires a 2:1 match for every grant award dollar awarded   |             |
| Total Match amount required for this grant:  | 41,400.00   |
| Facilities count toward 25% of this match requirement:   | 10,350.00   |
| Remaining match amount required:   | 31,050.00   |
| Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals: |             |
|  | 291,183.97  |
| Total Match amount left to meet:   | -260,133.97 |

Required Signatures for Budget Approval:

Principal: 

Lead Agency: 



OAKLAND UNIFIED SCHOOL DISTRICT
ASES AND 21ST CENTURY AFTER SCHOOL PROGRAMS

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2017-18 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  
2017-2018  
Student Health Form**

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

**STUDENT INFORMATION**

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

Grade in 2017-18 \_\_\_\_\_ 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 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

EMPD Waiver - In Use  
Rev. 2019

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

Community Schools, Family Partners

INVOICING AND STAFF QUALIFICATIONS FORM 2017-2018

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 #

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



**PROCEDURE FOR INVOICING**  
**Oakland Unified School District**  
**Comprehensive After School Programs 2017-2018**

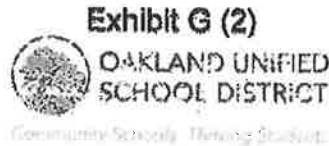
The following procedures are required in submitting invoices that utilize 21<sup>st</sup> Century and/or ASES funding:

- ◆ 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, 2017                                  | August 25, 2017                                 |
| September 8, 2017                                | September 22, 2017                              |
| October 10, 2017                                 | October 24, 2017                                |
| November 9, 2017                                 | November 21, 2017                               |
| December 8, 2017                                 | December 21, 2017                               |
| January 10, 2018                                 | January 25, 2018                                |
| February 9, 2018                                 | February 27, 2018                               |
| March 9, 2018                                    | March 23, 2018                                  |
| April 10, 2018                                   | April 25, 2018                                  |
| May 10, 2018                                     | May 23, 2018                                    |
| June 7, 2018 for May Invoices                    | June 22, 2018                                   |
| June 15, 2018 for Final Billing                  | TBD   |

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



**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS  
 OUSD CERTIFICATED TEACHERS 2017-2018**

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 \$26.61/hr.
- ◆ Union Contract rate for Academic Liaisons is \$34.67/hr.
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

| <b>Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:</b> | <b>OUSD Anticipated Payroll Issue Dates<br/>       ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks.***</b> |
|---|--|
| September 15, 2017  | October 20, 2017   |
| October 16, 2017  | November 22, 2017  |
| November 15, 2017   | December 22, 2017  |
| December 15, 2017   | January 22, 2018   |
| January 12, 2018  | February 22, 2018  |
| February 15, 2018   | March 22, 2018   |
| March 15, 2018  | April 20, 2018   |
| April 16, 2018  | May 22, 2018   |
| May 15, 2018  | June 22, 2018  |
| June 7, 2018  | June 29, 2018  |

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

Exhibit G (3)



OAKLAND UNIFIED  
SCHOOL DISTRICT

Commitment to Learning

**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)  
for OUSD CLASSIFIED EMPLOYEES 2017-2018**

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, 2017  | September 29, 2017                   |
| September 29, 2017  | October 12, 2017                     |
| October 12, 2017  | October 31, 2017                     |
| October 31, 2017  | November 15, 2017                    |
| November 15, 2017   | November 30, 2017                    |
| November 30, 2017   | December 15, 2017                    |
| December 15, 2017   | December 29, 2017                    |
| December 22, 2017   | January 12, 2018                     |
| January 12, 2018  | January 31, 2018                     |
| January 31, 2018  | February 15, 2018                    |
| February 15, 2018   | February 28, 2018                    |
| February 28, 2018   | March 15, 2018                       |
| March 15, 2018  | March 29, 2018                       |
| March 29, 2018  | April 14, 2018                       |
| April 13, 2018  | April 30, 2018                       |
| April 30, 2018  | May 15, 2018                         |
| May 15, 2018  | May 31, 2018                         |
| May 31, 2018  | June 15, 2018                        |
| June 7, 2018  | June 29, 2018                        |

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**



LEVEL-1

OP ID: JG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2017

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).

| <b>PRODUCER</b><br>Diablo Valley Insurance Agency<br>801 Ygnacio Valley Rd, Ste 100<br>Walnut Creek, CA 94598<br>Jay-Marie Garcia<br>925-210-1717 | <b>CONTACT NAME</b> Jay-Marie Garcia<br><b>PHONE (A/C No, Ext):</b> 925-210-1717<br><b>FAX (A/C, No):</b> 925-210-1818<br><b>E-MAIL ADDRESS:</b> Jay@diallovalleyinsurance.com  |                               |        |   |      |  |       |            |  |            |  |            |  |            |  |
|---|---|-------------------------------|--------|---|------|--|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b> Love Learn Success, Inc<br>David Becker<br>211 Ebbetts Pass Rd<br>Vallejo, CA 94589  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofits' Ins Alliance of Ca</td> <td>NIAC</td> </tr> <tr> <td>INSURER B: Employers Preferred Insurance</td> <td>10348</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Nonprofits' Ins Alliance of Ca | NIAC | INSURER B: Employers Preferred Insurance | 10348 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |      |  |       |            |  |            |  |            |  |            |  |
| INSURER A: Nonprofits' Ins Alliance of Ca   | NIAC  |                               |        |   |      |  |       |            |  |            |  |            |  |            |  |
| INSURER B: Employers Preferred Insurance  | 10348   |                               |        |   |      |  |       |            |  |            |  |            |  |            |  |
| INSURER C:  |   |                               |        |   |      |  |       |            |  |            |  |            |  |            |  |
| INSURER D:  |   |                               |        |   |      |  |       |            |  |            |  |            |  |            |  |
| INSURER E:  |   |                               |        |   |      |  |       |            |  |            |  |            |  |            |  |
| INSURER F:  |   |                               |        |   |      |  |       |            |  |            |  |            |  |            |  |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INER. L. CL. | TYPE OF INSURANCE   | ADDITIONAL INSURED | INSURED | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS   |
|--------------|---|--------------------|---------|---------------|--------------------------|--------------------------|--|
| A            | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SS Professional<br><input type="checkbox"/> Sexual Misconduct<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X                  |         | 2016-46978    | 11/21/2016               | 11/21/2017               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A            | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |                    |         | 2016-46978    | 11/21/2016               | 11/21/2017               | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|              | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |                    |         |               |                          |                          | EACH OCCURRENCE \$<br>AGGREGATE \$   |
| B            | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NR)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N                | N/A     | EIG226422302  | 08/07/2017               | 08/07/2018               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEES \$ 1,000,000<br>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**                      **CANCELLATION**

|  |  |
|--|--|
| <b>OAKLA11</b><br><br><b>OAKLAND UNIFIED SCHOOL DISTRICT RISK MANAGEMENT</b><br>1000 BROADWAY SUITE 440<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Jay-Marie Garcia</i> |
|--|--|

**Exhibit I**

**Statement of Qualifications**

**INSERT HERE**



## **Love. Learn. Success. Afterschool Program**

### **Love. Learn. Success. Vision:**

Every student in Love. Learn. Success. programs will love to learn and will carry that love to their own success!

### **Love. Learn. Success. Mission:**

Love. Learn. Success. (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 Program Schedule:**

The LLS program schedule is designed to accomplish the following goals:

1. Provide clear and simple routines for students and staff
2. Provide flexibility in the types of academic, enrichment and recreation activities offered
3. Provide the principal and academic liaison (if appointed) the opportunity to provide additional academic support to targeted students
4. Prepare 1<sup>st</sup>-5<sup>th</sup> grade students for a middle school & high school class schedule
5. Exposes students up to four different enrichment/recreation activities per week

### **Academic Support:**

In collaboration with the Academic Liaison or the Principal, LLS programs train instructors to provide an academic hour that supports students' academic needs.

### **Enrichment/Recreation Classes:**

Every student deserves to experience and participate in a wide variety of extracurricular activities. Most families would choose to enroll their children into classes such as sports leagues, ballet, karate, music, art, dance, theater and many others if they had the resources to do so. The main reason for many families not participating in these types of activities is the cost of these types of services. It is the goal of LLS to offer high quality extracurricular activities during afterschool programming.

LLS develops afterschool instructors that offer a variety of quality enrichment and recreation classes. Staff develops unit plans and daily lesson plans for each class. LLS works with each





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: 11/21/2016-11/21/2017

- Commercial General Liability Insurance – 2016-49676
  - Each Occurrence: \$1,000,000
  - Damage to rented premises: \$500,00
  - Med. Exp. (Any one Person): \$20,000
  - Personal & Adv. Injury - \$1,000,000
  - General Aggregate: \$2,000,000
  - Products – Comp/op Agg: \$2,000,000
- Automobile Liability - 2016-49676
  - Combined Single Limit - \$1,000,000

Policy Effective: 08/07/2016 – 08/07/2017

- Workers Compensation – EIG225422301
  - Each Accident: \$1,000,000
  - Disease – EA Employee: \$1,000,000
  - Disease – Policy Limit: \$1,000,000





## 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

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President, Board of Education  
 Superintendent or Designee

---

Secretary, Board of Education

AGENCY

---

EMPLOYEE



July 24, 2017

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 lifelong 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 2017-2018

### 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.  | Agency's Contact Person | Ann Ngo                  |
| Street Address     | 21 Ebbetts Pass Road   | Title                   | Chief Executive Officer  |
| City               | Vallejo  | Telephone               | 1-800-819-3110 x1        |
| 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<br><input checked="" type="checkbox"/> Statement of qualifications<br><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, 2017 | Data work will end | August 17, 2018 | Total Contract Amount | \$ 98,278.00 |
|------------------------|--------------|--------------------|-----------------|-----------------------|--------------|

### Budget Information

| Resource # | Resource Name | Org Key #  | Object Code | Amount       | Req. #   |
|------------|---------------|------------|-------------|--------------|----------|
| 8010       | ASES          | 2351553401 | 5825        | \$ 98,278.00 | R0180736 |
|            |               |            | 5825        | \$           |          |
|            |               |            | 5825        | \$           |          |
|            |               |            | 5825        | \$           |          |

### OUSD Contract Originator Information

|                      |                                |                   |                            |         |     |
|----------------------|--------------------------------|-------------------|----------------------------|---------|-----|
| Name of OUSD Contact | Moyra Contreras                | Email             | Moyra Contreras @oused.org |         |     |
| Telephone            | 510-535-3832                   | Fax               | 510-535-3834               |         |     |
| Site/Dept. Name      | 235/Melrose Leadership Academy | Enrollment Grades | TK                         | 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                          |          |                 | 6/20/17 |
| 2. Resource Manager                            |          |                 | 6/20/17 |
| 3. Network Superintendent / Executive Director |          |                 | 6/20/17 |
| 4. Cabinet (SBO, CFO, CSO, Deputy Chief)       |          |                 |         |
| 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**