Board Office Use: Le	gislative File Info.
File ID Number	18-0724
Introduction Date	4/25/18
Enactment Number	18-0688
Enactment Date	4/25/18 er



Memo		
То	The Board of Education	
From	Kyla Johnson-Trammell, Superintendent	
Board Meeting Date (To be completed by Procurement)		
Subject	Memorandum of Understanding Amendment - 1 Oakland Leaf Oakland CA (contractor, City State) 181/EnCompass Academy (site/department)	
Action Requested	Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Oakland Leaf Services to be primarily provided to 181/EnCompass Academy the period of July 1, 2017 through August 17, 2018.	_for
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 provide additional hours of service for the Program Assistant per week for administrative support.	
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 Oakland Leaf, Oakland, CA, for the latter to provide additional service hours for the Program Assistant per week for administrative program support for the After School Program at EnCompass Academy for the period of July 1, 2017 through August 17, 2018, in the amount of \$8,890.00, increasing the agreement from \$87,650.00 to an amount not to exceed \$96,540.00. 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 Oakland Leaf Services to be primarily provided to 181/EnCompass Academy the period of July 1, 2017 through August 17, 2018	_for
Fiscal Impact	Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant no exceed \$ 8,890.00	ot to
Attachments	MOLLAmendment	

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. 18-0724
Department: 181/EnCompass Academy
Vendor Name: Oakland Leaf
Contract Term: Start Date: 07/01/2017
Annual Cost: \$ <u>8,890.00</u>
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 V
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.

Legal 1/12/16

2)	Plea	se check the competitive bid exception relied upon:
	Ш	Educational Materials
	Ш	Special Services contracts for financial, economic, accounting, legal or administrative services
	Ш	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
	Ш	Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
	Ш	Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	Ц	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]
	Ц	Piggyback" Contracts with other governmental entities
		Perishable Food
	Ш	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

Board Office Use: Legislative File Info.						
File ID Number	18-0724					
Introduction Date	4/25/18					
Enactment Number	18-0688					
Enactment Date	4/25/18 er					



AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

۱h	e Oakland	Unified School	District (OUSD) and Oakland Lea	<u>at</u> (Ag	ency) entered into a Memorandum
	of Unde	erstanding (MO	U) on_July 1, 2017	The parties agree to amer	nd that Agreement as follows:
1.	If scope of materials,	of work changed additional sites to		work including description of ex s, and/or reports; attach addition	Additional Scope of Work Attached pected final results, such as services, nal pages as necessary.
	Oakland Le	eaf will provide addi EnCompass Acade	tional service hours for the Program As	ssistant per week for administrative	program support for the After School
			sily.		
2.	Terms (d	1,000	The term of the MOU is <u>unchanged</u>		
	If term is amended	changed: The to the temperature of the temperature	term of the MOU is extended by extended by	y an additional	(days/weeks/months), and the
3.	Compen	sation: 🔲 T	he compensation is unchanged.	■ The compensation has	as <u>changed</u> .
		-	anged: The MOU price is ame	•	
	Increa	se of \$ <u>8,890.00</u>	to original MOU amount –	Funding Source: After School Ed	ucation and Safety (ASES) Grant
	☐ Decrea	ase of \$	to original MOU amount–	Funding Source:	
	The New dollars (\$	Cumulative Amou 96,540.00	unt of ISA(s)is not to exceed: <u>Nir</u> _).	nety Six Thousand, Five Hundred Fo	orty
4.	Remainii and in ful	ng Provisions:	All other provisions of the Mot as originally stated.	10U, and prior Amendment(s) if any, shall remain unchanged
5.			- •	to this MOU. 🔲 This MOU ha	s previously been amended as follows:
	No.	Date	General Descriptio	n of Reason for Amendment	Amount of Increase (Decrease)
					\$
					\$
					\$
6.	Approval:	: This MOU is	not effective and no payment s	shall be made to Agency unti	I it is approved. Approval requires
	signature	by the Board o	f Education, and/or the Superir	ntendent as their designee.	
		UNIFIED SCHOO)L DISTRICT	AGENCY	
_	Sime E	0	4/26/18	9	3/28/19
[t, Board of Educa	tion Date	Contractor Signature	Date
[Superinte	endent		Odiata GONZO	der Executive Directon
(1/19_h	K	4/26/18	Print Name, Title	
3	Secretary, B	oard of Education		=	

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

School Site: EnCompass Academy

Lead Agency Partner: Oakland Leaf Foundation

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

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

Purpose	Description
Increase after school staff pay rates	Oakland Leaf will be increasing the Program Assistant hours to help support with administrative task. The ASES increase has been allocated to cover some of the Girls Inc. budget that was originally under OFCY funding. The OFCY funding that opens up by moving this allocation will allow to increase the Program Assistant weekly hours.
Provide additional hours of Professional Development and prep time to after school program staff	NA
Pay for additional critical after school staff	NA
Other	NA

Principal Signature:

Lead Agency Signature:

Date:

Date:

SEP 13 /017

Site Name:	EnCompass			ASES	OFCY Match	Program Fees (if applicable)	City of School Fills	Other Lead Agency Funds
	¥				, untus	аррисание		Agency runu:
Site #:	181.00		Resource 6010					
Average #	of students to be served daily (ADA): 84	%	ousb	Lead Agency	beard Agency	Coald Agency	3000	Lead Agenc
051170	TOTAL GRANT AWARD		122,8	0.00	72,000.00			57,291.85
CUSTODI	COSTS: INDIRECT, ADMIN, EVAL, PD, AL, SUPPLIES							
	OUSD Indirect (5%)		5,850.00					
	OUSD ASPO admin, evaluation, and training/technical assistance costs		7,654.21					
	Custodial Staffing and Supplies at 3.5%		3,827.10					
	TOTAL SITE ALLOCATION		105,51	8.69				
CERTIFIC	ATED 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							
	Certificated Teacher Extended Contracts- math or				-			
1120	ELA academic intervention (recommended for MS) Total certificated	- 100	2 500 00			_	0.00	
CL ACCIE!	ED PERSONNEL		2,500.00				0.00	
2205	Site Coordinator (list here if district employee)		0.00	0.00			0.00	0.01
2220	SSO (optional)	1/6	4,900,00	0.00			0.00	0.00
		18	4,000 00				0.00	
			0.00			culture Town		
	Total classified		4,900.00	0.00			0.00	0.00
BENEFITS				Wife .				
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)	3	500.00					
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)		1,078.00					
3000's	Employee Benefits for Salaried Employees (benefits at 42%)	10	0.00					
3000's	Lead Agency benefits (rate: 25%)	Page		0.00				
	Total benefits	(E)	1,578.00	0.00			0.00	0.00
BOOKS A	ND SUPPLIES							
4310	Supplies (OUSD only, except for Summer Supplemental)		0.00				0.00	5,327.00
4310	Curneulum (OUSD only)	18-1	0.00				0.00	0.00
5829	Field Trips	174	0.00				0.00	0.00
4420	Equipment (OUSD only)	387	0 00				0.00	0.00
	Bus tickets for students	4.24						
	District professional development on district PD days (Bridging the Bay conference. Youth Work Methods trainings)	34		93.00				165.00
	Total books and supplies		0.00	00.00	2.2			
	Lines nonce and and bines	100	s 0.00	93.00	0.00	0.00	0.00	5,492.00
	TED CEDWOCC							
CONTRAC	Program Director (1 staff * \$33/hr * 5.6 hrs/wk * 52 weeks + 13.44% Taxes/WC (\$1.279) + Health Benefits (\$871)		0.00		o iena	, X		11,670,71

5825	Program Assistant (1 staff * \$18,25/hr * 28 hrs/wk * 39 weeks + 13,95% Taxes/WC (\$3,011))				36,461,34			
5825	Program Instructor (3 staff * \$17.50/hr * 21.5 hrs/wk * 38 weeks + 13.95% Taxes/WC [\$6,583.85])		0.00	34,719.69	0.00		+	18,349.23
5825	Girls Inc.			8.800.00	24,200.00			6,000.00
5825	,							0,000.01
5825								
	Total services		0.00	93,514.49	65,610.20	0.00	0.00	36,019.94
N-KIND I	DIRECT SERVICES							
							0,00	0.00
							0.00	
_								
	Total value of in-kind direct services	FEA.					0.00	0.00
EAD A	GENCY ADMINISTRATIVE COSTS							
		35,0						
SUBTOT	Lead Agency admin (4% max of total contracted \$) ALS			2,933.20	6,389.80			15,779.91
	Subtotals DIRECT SERVICE	85.00	10,815.01	93,607.49	65,610.20	0.00	0.00	41,511.94
	Subtotals Admin/Indirect	15.00	15,494.30	2.933.20	6.389.80		0.00	15,779.91
OTALS		10.00	10,404.00	2,000.20	0,008.00			15,779,9
	Total budgeted per column	188	26,309.31	96,540.69	72,000.00	0.00	0.00	57,291.85
	Total BUDGETED	100.0	122,85	0.00	72,000.00	0.00	0.00	57.291.85
	BALANCE remaining to allocate		0.0	0	0.00			
	TOTAL GRANT AWARD/ALLOCATION TO SITE		122,85	0.00	72,000.00			67,291.85
	ATCH REQUIREMENT: quires a 3:1 match for every grant award dollar							
otal Mar	tch amount required for this grant:		40,950.00					
acilities	count toward 25% of this match requirement:		10,237.50					
Remainir	ng match amount required:		30,712.50					
Match sh ite funds otal equa	ould be met by combined OFCY funds, other s, private dollars, and In-kind resources. This als:		57,291.85					

atures for Budget Approval:	
1.5/1/	
M	-



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.

- Agency and OUSD contract originator reach agreement on modification to original MOU.
 Agency and OUSD contract originator complete an MOU amendment together.

- If the MOU total amount has increased, OUSD contract originator creates new requisition.
 OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

,	When the I	MOU a	mendment i	is approve	d, Procureme	ent will add ad	dditional	funds to the	ne or	iginal Purchas	e Order.	9
The Legal De	epartment i	must re	view and a	pprove all	amendments	s that do not u	se the (OUSD tem	plate	MOU Amend	ment for	m.
		- 1-				/ Informatio						
Agency Nar	ne	Oaklan	d Leaf			Agency's C	ontact	Person	Odia	ka Gonzalez		
Street Addr		7700 E	dgewater Dr	ive		Title			utive Director			
City	Oakland			State	CA	Telephone			510-	564-4334		
Zip Code	94621		OUSD V	endor Nu	mber	1001624		Email	odia	ka.gonzalez@o	aklandlea	f.org
Attachment	s ∭ A ☐ If	mende additio	ed Scope on onal consu et the Finge	of work (National) Iltants will Proprinting	lot Required I be working /Backgroun	on site, atta d Investigati	ent is o och age on and	nly for a c ncy letter have a ne	veri egati	ge in the fun fying additior ve tuberculo	nal cons	ultants
	الانتظا				– Must be	within OUS			ines			
Original MOU Amount \$87,650.00				Original PO	Numbe	r		P1803054				
Amended MOU Amount \$8,890.00				New Requis	ition Nu	mber		R0183461				
New Total M	New Total MOU Amount \$96,540.00											
					Budge	t Informatior	1					
Resource #	Reso	urce Na	me		C	org Key#			C	bject Code	F	Amount
6010	ASI	ES Grar	nt		1811553401				5825	\$ 8	3,890.00	
										5825		
									5825			
										5825		
				ous	SD Contract	Originator In	ıformati	ion				
Name of OU	SD Contac	t	Minh-Tram	Nguyen			Email			Minh-Tra	m.Nguye	n @ousd.org
Telephone			510-639-33	50	Fax 510-63			510-639-	39-3352			
Site/Dept. Na	ame		181/EnCom	pass Acad	emy							
				Approval	and Routing	(in order of	approv	al steps)				
Additional se increased l	by Procurem	nent, Si	gning this do	cument affir	ms that to your	r knowledge ad approved.	ditional s	ervices wer	e not	the Purchase C provided before tps://www.sam	the amer	ount has been ndment was
Please sign ur	nder the app	ropriate	column.			Approved			Den	ied – Reason		Date
1. Site Admir	nistrator				MI		_					3/28/18
2. Resource	Manager,	if applic	cable		LAN							3-29-18
3. Network o	r Regional	Execu	tive Officer									
4. Cabinet (0	Chief / Dep	uty Chi	ef)									
5. Superinte	ndent or Bo	oard of	Education		Sid a	g'l						
Legal – Required if not standard MOU Amendment												
Procuremen	t Date	Receive	d									

Board Office Use: Le	gislative File Info.
File ID Number	17-1689
Introduction Date	9/13/17
Enactment Number	17-1299
Enactment Date	9-13-1701



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Board Meeting Date

September 13, 2017

Subject

Memorandum of Understanding - Oakland Leaf (contractor) - 181/EnCompass Academy (site)

Action Requested

Approval of a Memorandum of Understanding (MOU) between District and Oakland Leaf, for services to be provided primarily to EnCompass 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

DiscussionOne paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2017-2018 between the District and Oakland Leaf, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for EnCompass Academy's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in an amount not to exceed \$87,650.00.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Oakland Leaf for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at EnCompass 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 \$87,650.00.

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. 17-1689
Department: After School Program, EnCompass Academy
Vendor Name: Oakland Leaf, Oakland, CA
Contract Term: Start Date: 7/1/2017 End Date: 8/17/2018
Annual Cost: \$87,650.00
Approved by: Julia Ma/Julie McCalmont
Is Vendor a local Oakland business? Yes No 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 V
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)	Pleas	se check the competitive bid exception relied upon:
	Ц	Educational Materials
	Ц	Special Services contracts for financial, economic, accounting, legal or administrative services
	Щ	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
	Ц	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)
	ᆜ	Emergency contracts [requires Board resolution declaring an emergency]
	Ц	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]
	닏	Piggyback" Contracts with other governmental entities
	닏	Perishable Food
	닏	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
	Ц	Other, please provide specific exception

After School Template for Elementary and Middle Schools Memorandum of Understanding 2017-2018 Between Oakland Unified School District and

Oakland Leaf

- 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 <u>Oakland Leaf</u> ("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 <u>181/Encompass</u> under the following grants:
 - After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
 - Private grants
- 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 ASESP and 21st CCLC grant award amount for <u>Oakland Leaf</u> is \$87,650. 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 compilance 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 ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 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 ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant 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 ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2017-2018 and will not exceed \$87,650 in accordance with Exhibit B. Exhibit B ("ASESP/21st 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 ASESP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.
- Scope of Work. AGENCY will serve as lead agency at <u>181/Encompass</u>, will be responsible for operations and management of the ASESP, 21st 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 Achlevement ("Site Plan"). AGENCY will ensure the after school program aligns with OUSD and 181/Encompass 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 ASESP and 21st CCLC funding guideline requirements and follow OUSD after school

policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.3. Enrollment. AGENCY will enroll <u>K</u> through <u>5th</u> grade students at <u>181/Encompass</u>, 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 ASESP and 21st 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 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 181/Encompass. 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 21st 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 181/Encompass to support full access to program components.
 - Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental
 grant funds or private funding for summer, AGENCY will provide educational and enrichment
 programming in the summer, on weekends, and/or during intercessions. A broad range of
 activities may be implemented based on local student needs and interests, and district
 guidelines for summer programming.
 - Middle School Sports League Activities.
 All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports

- participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).
- 5.4.3.1. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall;
 - 5.4.3.1.1. Provide meals and beverages that meet State and Federal standards;
 - 5.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
 - 5.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;
 - 5.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;
 - 5.4.3.1.5. Provide annual training to AGENCY.
- 5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
 - 5.4.3.2.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
 - 5.4.3.2.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
 - 5.4.3.2.3. Ensure meal count is accurate;
 - 5.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;
 - 5.4.3.2.5. Return leftovers to cafeteria;
 - 5.4.3.2.6. Ensure that only students are served and receive food from the program;
 - 5.4.3.2.7. Ensure that meals are not removed from campus
 - 5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
 - 5.4.3.3.1. MPW not completed and submitted by the next business day;
 - 5.4.3.3.2. Snacks are ordered and not picked up
- 5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:
 - 5.4.3.4.1. Snack:

\$1.00

5.4.3.4.2.

Supper:

\$3.50

5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the

- Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.4. Staff Ratio. The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
 - 5.5.1. **Accountability Reports.** AGENCY will provide OUSD with the following set of program accountability reports:
 - Financial reports
 - Activity reports
 - Outcomes reports: behavioral and academic
 - 5.5.2. Attendance Reports. AGENCY will provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
 - 5.5.3. Use of Enrollment Packet. AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
 - 5.5.4. Maintain Clean, Safe and Secure Environment. AGENCY shall maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, supervision, training and security policies and protocols sufficient to ensure staff, student and family member safety.
- 5.6. Alignment of After School Safety Plan with School Site Comprehensive Safety Plan. AGENCY will use the OUSD After School Program Emergency Plan template and work collaboratively with school site administrator to complete and/or update and submit an annual after school safety plan by mid October which aligns with and is part of the school site's comprehensive safety plan. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD template, in advance of distribution.
- 5.7. Incident and Injury Reporting, Crisis Response and Training; Accident Insurance
 - 5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to ousdincidents@ccmsi.com by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.
- 5.8. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include

required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

- 5.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
 - Administration, faculty, and staff of <u>181/Encompass</u>
 - 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 Walver 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 duites, 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).
- Transportation Requirements: The after school and summer program or subcontractors shall 6.7. 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, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
 - Outdoor active, experiential programs (Ropes course, pulley, etc.)
 - Other activities determined by the school principal to have a high risk to student safety
 - 6.11.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
 - 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
 - 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need

- to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program

6.12. Additional Requirements for Fleld 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 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
 - 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
 - 7.2. Disputes. AGENCY shall make all records related to 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, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI

fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.

- 8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2017-2018 not to exceed \$87,650 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

- 10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 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/21st 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 Date State Administrator Superintendent	AGENCY Agency Director Signature Date Director Signature Date Print Name, Title
Secretary, Date Board of Education	 Attachments: Exhibit A. Attendance Reporting Schedule Exhibit B. Planning Tool/Comprehensive After School Program Budget Exhibit C. Enrollment Packet, including Early Release Waiver
Deputy Chief Community Schools and Student Services Dept.	 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,

Facilities

Lagoons, Shoreline Parks and Lakes) and Related

Principal Network Superintendent	6/13/17 Date 4/11/17 Date	Exhibit E (1) Middle School Sports Release Liability and Assumption of Risk Exhibit F. Invoicing and Staff Qualifications Fo Exhibit G. Fiscal Procedures and Policies Exhibit H. Certificates of Insurance Exhibit I. Statement of Qualifications Exhibit J. Agreement to Allow Distinct a Separate Employment by OUSD and AGENCY	rm
Deputy Superintendent	Date		
Academic & Social Emotional Learning	ng		

File ID Number: 17-1689 Introduction Date: 9-13-17 Enactment Number: 17-129 Enactment Date: 9-13-1/

Exhibit A Attendance Reporting Schedule

Oakland Unified School District After School Programs Attendance Reporting Schedule **Monthly Attendance Period** Deadline to Input Attendance Data into Cityspan July 1 - July 31, 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 21st CCLC After School Program Plan and After School Budget Planning Spreadsheet

(Template distributed separately)

INSERT HERE

OUSD After School Programs ASES and 21" Century Community Learning Center (21" CCLC) After School Program Phan Elementary Schools 2017 - 2018	OUSD After School Programs unity Learning Center (21st CCLC) After S Elementary Schools 2017 - 2018	chool Program Plan
SECTION 1: School Site Information		
School Site: EnCompass Academy (181)	Lead Agency: Oakland Leaf	
Runcipal Signature 7/1	Lead Agency Signature:	886
After School Site Manager Name (if known at this time): Raul Alcantar	Date: April 4, 2017	
Name of After School Program:	Oakland Leaf's EnCompas	Oakland Leaf's EnCompass After-school Scholars (EnCAS)
SECTION 2: PROGRAM OPERATIONS: Average Daily Attendance, Program Detes, Immimum Days 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 all 180 days of the school year.	gram Detes, Immimum Damst commence immediately u	pon the corretusion of the regular day, operate middle schools. (EC 8483) Programs are
program closure dates in advance, and the lead agency must maintain documentation of professkmal development extense extense in these effects in advance, and the lead agency must maintain documentation of professkmal development extense effects in these effects in these effects.	documentation of profession	vercommen. Purmues was be existed of these and development in these
Projected Daily Attendance during School Year 2017-2018		84
First Day of Program Operations for the 2017-18 school year		Monday, August 21st, 2017
Last Day of Program Operations for the 2017-18 school year		Wednesday, June 6th, 2018
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.	The program must be	Monday, January 8th, 2018 Friday, March 23rd, 2018 Thursday, June 7th, 2018
Photogram Days		

ASES and 21st CCLC Elementary School After School Programs 2017-2018

When a school holds minimum days, the after school program is required to begin as soon as the school day event, and run a long day word lepin. Minimum days have significant impact on after school staffing and budget. Thus, during the program planning process, school teadenship and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to found minimum days for the programming.	is the school day emis, and run a long day used blare. program planning process, school teadership and the year, and discuss shared resources to fund manipularity.
Projected Number of Minimum Days for School Year 2017-2018 *School should provide lead agency with a calendar of minimum days before the 1st day of school.	29
Describe funding plan to operate program on the minimum days indicated above, including additional school resources (if any).	OL has supported the school running our afterschool program during minimum days by altering the schedule of enrichment offerings. During minimum days (usually on Wednesdays), we run clubs that allow for students to be able to choose different activities based on their interests.
Please note that the ASES 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?	If minimum days fall on another day of the week (besides Wednesdays), we run the regular programs from our normal programming schedule and add additional Cypher meetings, leadership development [Umoja keepers], and increase SSR time to allow for an increase in literacy skills.
MCAION 3: Program Model and Lead Agency Selection	

For 2017-2018, my site will operate the following program model:

X Blended/Hybrid: combination of some extended day and some traditional after school programming

Because from and Rationale for Selection of Lead Agency

Penetral how the selected Lead Agency partner will support the school's plans for Full Service Community Separal develop

perspectives to take ownership and leadership for their community. Our ultimate social impact is that East Oakland youth are creative, thriving expectations for young people. OL's programmatic goal is to cultivate a generation of youth leaders who will develop the necessary skills and Oakland Leaf (OL) cultivates community transformation through creative education. OL programs place a premium on values and high and contributing to their communities.

students. The young people who are in most need (i.e. homeless, foster care, and Newcomers) of support in the enrollment of the afterschool Our agency's leadership meets with the principal and school's support services on a monthly basis to help address the holistic needs of the program. We aim to offer a culturally sensitive, responsible, and responsive program aimed to develop students into confident and compassionate leaders. community, developing the content of one's character, honoring our ancestors achieving academic acceleration, providing an expanded support The EnCAS program further builds student leaders by supporting EnCompass Academy's vision of holistic care, providing service to our network, developing increased resiliency to develop self-efficacy and self- advocacy, and practicing personal safety.

SECTION 4: SCHOOL PRIORITIES AND GOALS IN SPSA

in collaboration with school leadership, review the school's priorities and goals listed in its 2017-18 SPSA school site plan. All after savingel programs are expected to support the school's goals for 1) Culture and Climate and 2) Family and Student Engagement Additionally, identify at least 1 other priority area from the list below that your afterschool program will intentionally support. For seets of the priority area marked below. Ill in the specific priority and multi-year goal from the school's SPSA plan

THE PARTY OF THE	priority at carrier before, their are specific priority and many feat goal from the serious of or pint.	וויייו בוכיווכם וויייו	or one plant
(Select at least 1 additional additional	Priority Area	Specific Priority (as written in SPSA)	Multi-Year Goal (as written in SPSA)
×	English Language Arts	Literacy	SBAC ELA: Increase Proficiency by 10% from 21.4% (2015-16) to 31.4% (2016-17) overall. (This is higher than the minimum target set by OUSD below).
×	Mathematics	STEM/STEAM	SBAC Math: Increase proficiency (gr. 3-5) by 10% from 17.1% (2015-16) to 27% (2016-17) overall (this is higher than the minimum target set by OUSD below).
×	Culture and Climate (required)	EL Reclassification	ELL Reclassification Rate Growth: Increase by 5% (vs. 4% growth between 2015-16 and 2016-17). Therefore. ELL Reclassification status will move from 19% (2015-16 to 24% (2016-17). (This is higher than the minimum target set by OUSD below).
×	Family and Student Engagement (required)	Family	Hold 6 Parent Cafes to involve 70 parent/guardians to

		Engagement	bring protective factors to strengthen families through Parent Resilience, Knowledge of Parenting and Child Development, Social and Emotional Competence of Children, Social Connections, provide Concrete Support in Times of Need. Train 5 leaders to host Parent Cafe. Hold 30 minute Teacher-led Parent Workshop 4x times per year to share reading, math, or ELL reclassification strategies to reinforce.	nilies through ing and Child mpetence of concrete Support Parent Cafe. Is a sake to the sake
	Additional Priority Area (if any) identified in school's SPSA plan: (Specify:			
FILL OUT THE	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 suppose the sebestioning areas selected above.	Describe the activi	thes your program will offer to support	tae setnarai
Priority	Describe the after school activities that will support this	Target	Measurable Outcomes	Fremmener
Area	school priority/goal	Population		& Schedule Brockett
English	Extended Day Program	3rd-5th	80% of all ASP youth will participate	4hrs/wk
Language			in Extended Day to support ELD and	
3			Math proficiency.	
	Girls Smart Curriculum (Girls Inc)	K-3rd girls	By the end of the year, 60% of	6hrs/wk
			students will be proficient in ELA	
			and 70% of students will be	
			proficient in math.	
		K-2nd		1hr/wk
	Wednesday Club	K-5th	75% of youth participating in Wed	1hr/wk
			Clubs will have a connection to	
			career opportunities and discover	
			new ways to learn through a variety	
			of enrichment offerings.	
Mathema	Extended Day Program	3rd-5th	80% of all ASP youth will participate	4hrs/wk
S			in Extended Day to support ELD and	
			Math proficiency.	

				7
	Wednesday Club	K-5th	75% of youth participating in Wed	1hr/wk
			Clubs will have a connection to	
			career opportunities and discover	
			new ways to learn through a variety	
			of enrichment offerings,	
	Computer Lab	K-2nd	60% of youth will be better	1hr/wk
			acclimated to using a computer.	3
			11700	
School	Community Meeting	K-5th	80% of all ASP youth will	20min/wk
Culture			participate in Community Meetings.	=:
and			Student, family, and community	
Climate			well being are all connected and	
(required)			critical to each student's life	
			success. Academic and behavioral	
			expectations will be modeled for	
	-		students to develop, strengthen, and	
			to be guided by an internal	
			Compass.	
Family &	Parent Orientation	K-5th	100% of families enrolled in ASP will	1.5 hrs/ea
Student	¥		have participated in a parent	
Engage-			orientation (large group or 1-on-1.)	
ment (rounired)	African-American Heritage Celebration (AAHC)	K-5th	90% of ASP youth who participate	1.5 hrs
(namban)			in the AAHC will learn and make	
			connections to contributions made	
			to history [and now] by African	
			Americans.	
	Winter In Lak'ech Showcase	K-5th	90% of ASP youth will participate in	1.5 hrs
			In Lakech to showcase their	
			learning from the semester.	

ASES and 21st CCLC Elementary School After School Programs 2017-2018

	ליוווני ווו רפע ברנו סווסשכפאב	K-Sth	90% of ASP vouth will narticinate in	
		:		1.5 hrs
			In Lak'ech to showcase their learning from the semester	
	Lights On After School (LOA)	K-5th	90% of ASP youth will participate in	1.5 hrs
			LOA to better understand the	
			importance of afterschool	
			programming on a larger scale.	
•	Womxn's Herstory Celebration (WHC)	K-5th	90% of ASP youth who participate	1.5 hrs
		•	in the WHC will learn and make	
			connections to contributions made	
Additional			to mistary [and now] by woman.	
Deineity				
(specify:				
SECTION	SECTION 5: OUSD STRATEGIC TARGETS			
The follow communit	The following are targets in OUSD's Pathway to Excellence Strategic Plan for 2015 - 2020. Our entire Dakland school system, tegether with community partners, will work collaboratively to achieve these targets for all students.	or all students.	Our entire Oakland school system, 16894	
Grade Lev	Grade Level Reading: By 2020, the percentage of 3rd grade students who are reading on grade level will increase to 85 percent	uho are reading on	grade level will increase to 85 percent.	
Complete	Complete the matrix to indicate how your after school program will work collaboratively with your school partner to make progress somewell achieving this target for the 2017-18 school year.	k collaboratively w	vith your school partner to make prognes	s delivered
District	Describe the ASP activities that will support this district	Target	Measurable Outcomes	- Administra
Strategic	strategic target	Population		Schreigh
Target				
By 2020,	Extended Day Program	3rd-5th	80% of all ASP youth will participate	4hrs/wk
85% of 3rd			in Extended Day to support ELD and	
graders			Math proficiency.	
will be reading on	Wednesday Clubs	K-5th	75% of youth participating in Wed	1hr/wk
grade level			Clubs will have a connection to	
			career opportunities and discover	

ASES and 21st CCLC Elementary School After School Programs 2017-2018

		new ways to learn through a variety	
		of enrichment offerings.	
	K-5th	60% of youth will be better	1hr/wk
Computer Time		acclimated to using a computer.	

	1hr/wk			Activities should			Frequency thus breets # of words)	6hrs/wk	5hrs/wk
new ways to learn through a variety of enrichment offerings.	60% of youth will be better	ברוווומרכת נס תאווות מ בחוווחתובו.	ECTION 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.		5) Direct instruction (literacy, magina)	Measurable Outcomes # of	By the end of the year, 6hr. 60% of students will be proficient in ELA.	75% of youth participating in SIT will improve their understanding of their
ם ס	K-5th 60	8	isted in Sections 4 an	fic student achievem day program.	dy listed above:	4) Targeted intervention 5)	SPSA goal(s) or school need supported by activity	Literacy	Homework Support
			ogram activities not already l	hool goals and support specifing with the regular school	of requirements, if not alread & for all students and or all students or can be provided by schoo	uding:	Academic Support (choose one)	X Academic Skill Building ☐ ASP Literacy curriculum ☐ ELL Language develop. ☐ Homework Support	☐ Academic Skill Building ☐ ELL Language develop. X Homework Support
	Computer Time		RECTION 6: ADDITIONAL ACADEMICS Use this section to list any other academic pro	Academic activities should be aligned with school goals and support specific student act 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: Required Elementary Academic Programming: 1 hour of literacy instruction per week for all students 1 hour of math instruction per week for all students Chrisculum and PD will be provided by OUSD or can be provided by school site.)	Mur program can offer a range of academic supports including: 13 Homework Support 2) Tutoring 3) Academic skill building 6) Language development for English Language Learners	Target Population	K-3rd grade girls	1st-5th
	Con		Use this section t	Academic activity be based on sour	Rease include the Required Elemen 1 hour of 1 hour of Chrisculum and F	Meur program can 12 Homework Sup 69 Language deve	Mescription of program/ ectivity	Girls Inc Literacy	Scholars in Training (SIT)

ASES and 21st CCLC Elementary School After School Programs 2017-2018

					0
	Academi ASP Liter ASP Math C ELL Langu C Targeted Instruction by Tutoring: C Academic C ASP Math C ELL Langu C Asp Math C Asp Math C Asp Math C Intervion by Math	☐ Academic Skill Building ☐ ASP Literacy curriculum ☐ ASP Math curriculum ☐ ELL Language develop. ☐ Homework Support ☐ Targeted intervention or Instruction by Cred. Teacher ☐ Tutoring. ☐ ASP Literacy curriculum ☐ ASP Literacy curriculum ☐ ASP Literacy curriculum ☐ ASP Math curriculum ☐ Tutoring.			
SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION	HYSICAL ACTIVITY / REC	REATION			
Please list any additional enrichment activities your program will offer, that are not already listed in Sections 4, 5, and 6 above.	ment activities your pro	gram will offer, that	are not already lister	d in Sections 4, 5, and 6 abov	rè.
Enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands on way. Enrichment activities should mentionedly and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and welfaces, positive school climate, STEM, arts learning, and student engagement.	cal activity/recreation a intunity to apply their cl ort students' success in a	re required compon assroom learning in school and in life. Er of engagement.	ents of the ASES and a real, hands-on way michment activities o	21" Century grants. Enrichm Enrichment activities should fren support school geals for	lent activities can a intentionally and intentionally and intention and widhases,
		Total Inches		27.74	
Description of Program/ Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population & Frequency (hrs/week; # of weeks)	Targeted Skills	Messitatifis Cutronie
	☐ Student Identified		1st-5th 6hrs/wk	Academic skill develop.	All ASP youth will
Art & Culture	School Identified			X Arts learning	participate in a
	Description September Northern Norther			☐ College/Career Readiness	variety of offerings
	Oakland Leaf Initiative			Straff Emotional Learning STEM/Technology Youth Leadership	to engage in multi-cultural art.
Permaculture	☐ Student Identified		3rd-5th	X Academic skill develop.	All ASP youth
	School Identified		1hr/wk	☐ College/Career Readiness	participating in
	V Orbent Identified			A Realth and Wellness	permaculture will
	A Other (specify):			V CTEM/Tochaology	engage in the
	Danially real Illiciative			A STEINI TECHNOLOGY	

ASES and 21st CCLC Elementary School After School Programs 2017-2018

Student Identified 1st-5th 2hrs/wk Chademic skill devel	Augument was school any faculty engagement / family likeracy efforts or regulates.	easuradie Curcome			school need supported by activity	Frequency
D Youth Leadership: 1st-5th 2hrs/wk D Academic skill develop. X Health and Wellness X Social/Emotional Learning X Youth Leadership: X Arts learning X Social/Emotional Learning X Arts learning X College/Career Readiness X Social/Emotional Learning X Social/Emotional Learning X Social/Emotional Learning X STEM/Technology X Youth Leadership: X Youth Leadership: X STEM/Technology X Youth Leadership: X Youth	All Crances of seith adhest des	Massurable Outcome	T	Describe how t	SPSA goalfel or	Two of Activity and
1st-5th 2hrs/wk	estutional goals of adult southern beautiful and by year 21" Centery-Family	acy services suggest the ir ability to support their isted below must align t	rograms. Family liters nity, and Increase thei iding: The activities li	tury after school p ces in the commu Family Literacy fun	mponent of all 21st Cen to resources and serv grantees who receive	Family literacy is a required confamily members, connect their development. For 21° Century Literacy budget plan.
1st-5th 2hrs/wk Academic skill develop. X Health and Wellness X Social/Emotional Learning X Youth Leadership. X Youth Leadership. X Arts learning X College/Career Readiness X Social/Emotional Learning X Social/Emotional Learning X Social/Emotional Learning X Social/Emotional Learning X STEM/Technology X Youth Leadership. X Youth Leadership. X STEM/Technology X Youth Leadership. X Social/Emotions 4 above. After school family engagement efforts should be aligned with school	ly celebrations,	parent workshops, fam	be offered, including: aportunities.	of activities may and volunteer op		Support school goals for family sprent-and-child-together act
1st-5th 2hrs/wk	The state of the s	rts chauld he allened with	llies to the larger scho	nent, connect families After school far		more and the real state of the real
1st-5th 2hrs/wk	above. municete laquoyreant	ready listed in Sections 4	l offer, that are not alr	your program will	y engagement activities focus parent immber	Mease list any additional family
& Wellness X Student Identified 1st-5th 2hrs/wk I Academic skill develop. In School Identified X Health and Wellness X Health and Wellness X Other (specify): X Social/Emotional Learning In Student Identified X Youth Leadership In Student Identified X Arts Iearning In Student Identified X Arts Iearning In Student Identified X Arts Iearning In Student Identified X College/Career Readiness	above. municete laquoreant h erhaol dav efforts and	ready listed in Sections 4	loffer, that are not als	CY Your program will	MENT / FAMILY LITERA y engagement activities focus parent monthe	Sec have 8: FAMILY ENGAGEN Mease list any additional famili Mer school programs can hell
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X Student Identified 1st-5th 2hrs/wk 1 Academic skill develon	activities. All youth activities. All youth will use the ToolKit to support their SEL. slop. 80% of ASP youth will participate in diness STEAM activities. above.	X Youth Leadership* X Arts learning X College/Career Reat X Social/Emotional Le X STEM/Technology X Youth Leadership*	1st-5th 2hrs/w	CY Your program will	X Other (specify): Oakland Leaf Initiativo Dakland Leaf Initiativo Student Identified School Identified X Other (specify): Oaklanf Leaf Initiativo AENT / FAMILY LITERA	STEAM STEAM SECTION 8: FAMILY ENGAGEN Please list any additional familians can be
	serning weekly physical activities. All youth will use the ToolKit to support their SEL. slop. Slop. 80% of ASP youth will participate in diness STEAM activities. above.	X Health and Wellnes X Social/Emotional Le X Youth Leadership X Arts learning X College/Career Rea X Social/Emotional Le X STEM/Technology X Youth Leadership	1st-5th 2hrs/w	CY Your program will	☐ School Identified X Other (specify): Oakland Leaf Initiative ☐ Student Identified ☐ School Identified X Other (specify): Oaklanf Leaf Initiative AENT / FAMILY LITERA	STEAM STEAM SPETRAN 8: FAMILY ENGAGER Please list any additional famil
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	larger concepts in nature. slop. 50% of ASP youth sample in weekly physical activities. All youth will use the ToolKit to support their SEL. slop. 80% of ASP youth will participate in diness STEAM activities. above.	X Health and Wellnes X Social/Emotional Le X Youth Leadership X Arts learning X College/Career Reat X Social/Emotional Le X STEM/Technology X Youth Leadership	1st-5th 2hrs/w	CY Your program will	X Student Identified School Identified School Identified X Other (specify): Oakland Leaf Initiativ Student Identified Student Identified Student Identified Student Identified Student Identified School Identified Y Oaklanf Leaf Initiativ MENT / FAMILY LITERA V engagement activities	Health & Wellness STEAM STEAM Wease list any additional famil
	make connections to larger concepts in nature. slop. 50% of ASP youth will participate in activities. All youth will use the ToolKit to support their SEL. slop. 80% of ASP youth will participate in diness STEAM activities. anning above.	A Academic skill deve X Health and Wellnes X Social/Emotional Le X Youth Leadership X Arts learning X College/Career Reat X Social/Emotional Le X STEM/Technology X Youth Leadership X Social/Emotional Le X STEM/Technology X Youth Leadership	1st-5th 2hrs/w	CY Your program will	X Student Identified School Identified Parent Identified X Other (specify): Oakland Leaf Initiativ Student Identified School Identified Parent Identified A Other (specify): Oaklanf Leaf Initiativ A Other (specify): Oaklanf Leaf Initiativ MENT / FAMILY LITERA	Health & Wellness STEAM STEAM SPECTARN 8: FAMILY ENGAGE Mease list any additional famil

ASES and 21st CCLC Elementary School After School Programs 2017-2018

- 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. a
- The Program Schedule must clearly show when all after school activities listed in the Sections 4 7 will be taking place, â
- Make sure program schedule clearly shows when the following elementary program requirements will take place: ᢒ
- One hour/week of literacy instruction for students in grades K-5
- One hour/week of math instruction for students in grades K-5
- d) Submit a copy of the school bell schedule for the 2017-18 school year.

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 Important Notes: The after school schedule must commence immediately the minute the school day bell schedule ends on all program days. 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

improving school day attendance for all students and reducing chronic absenteeism is one of the key DUSD strategic goals. The district paral is that school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" basween 90% - 89% are all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attendance annidered at risk of chronic absenteersm.

selebrating good attendance, informing parents about the importance of ottendance, uncovering what challenges students/samfles are fasting skat cause them to miss school, regularly manitaring student attendance data, contacting families to let them know their shifts was missed as in partnesship with the school day, after school programs can play an important role in supporting student attendance by seving things like. school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and comba

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

Strategies to Support Attendance	Action Shaps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Will request student data from school day to identify students, Students who are chronically absent will get program priority
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	This is discussed during the parent orientation, parents review and sign our "Parent Expectations Form" where this is highlighted
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Systems are in place for parents to notify the Director of absences, (i.e. doctor's appointment notes, etc)
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	- At the last Wednesday of the month during our program Community Meeting students with perfect attendance, Birthday Club, and homework tracker champions are recognized Students design program t-shirt with program values and our translated In Lak'Ech poem. Each student receives a free program tshirt.
SECTION 11: TRANSFORMING SCHOOL CULTURE AND CLIMATE After school programs can play a critical role in support the school's efforts to transform school culture and climate, heighting to make schools	ulture and climate, helpsing to make schools

positive, supportive places for all students to stay engaged, be successful, and thrive.

The following are strategies that OUSD schools are taking to create positive school culture and climate:

- Positive Behavioral Intervention and Supports (PBIS)
- Restorative Justice/Restorative Practices (RJ)
- Social and Emotional Learning (SEL)

After school and school day partners can collaborate and intentionally align their efforts around these strategrae, in ender to create seasoffeet, prestrive culture and climate from 8am - 6pm for students.

- following matrix by selecting at least one strategy that the school day and after school programs will work intentionally to align. Detail was the after school program will do to align with school day efforts for each selected strategy. This may including any of the following areas stages for a) Discuss with your Site Administrator which strategies your school is using to support positive school culture and climate. Comprisite fire alignment:
- Participate in site-level professional development (PD) together with school day staff
- Participate In district sponsored PD, including PD offered by the Expanded Learning Office
- Participate in relevent school committees (ie. Culture and Climate Committee, COST, ILT, etc.)
- Align with school day curriculum and practices
- Align with school day routines and structures
- Observe school day classrooms to align expectations and practices
- Other ways to align (please specify)

Select at least Strategy	Strategy	What will the after school program do to align with school day efferts in this area?
I strategy:	Positive Behavioral Intervention and	
	Supports (PBIS)	
	Restorative Justice/Restorative	
	Practices (RJ)	
×	Social and Emotional Learning (SEL)	Social and Emotional Learning (SEL) Staff are trained during onboarding on the importance of the 3 SEL Practices in
		conjunction with ELL practices to ensure ALL students and their various learning styles are
		being honored

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

all staff will receive training and tools to create a positive classroom environment that will include positive behavior redirection (Behavior Charts, During staff onboarding training will be provided to understand and acknowledge our own biases as educators, additionally Community Builders, use of Leaf Cyphers, and importance of Much Loves.

Stat Natural 12: Commonation with Other Service Providers

In the Full Service Community School model, the school becomes a hub of services where various types of service providers curse tageshee, work "Applies, and coordinate their efforts to meet the holistic needs of students and families.	services where various types of service providers curae tagethes, work s and families.
The after school Site Coordinator or Director will actively participate in	X COST team (Coordination of Services Team)
which of the following school group(s), in order to increase alignment	SST (Student Study Team)
between after school and school day efforts?	X SSC (School Site Council)
	☐ ILT (Instructional Leadership Team)
	O PTA
	☐ Attendance Team/Workgroup
	☐ SPSA Site Planning team
	☐ School Culture/Climate Committee
	X School Safety Committee
	□ Other (specify)
List key community partners whom you will actively collaborate with to	Girls Inc of Alameda,
accomplish the goals of your program.	Reading Partners,
	East Oakland Youth Development Center,
	81st Library Branch
List all subcontractors who will be paid to deliver after school services.	Girls Inc
Identify other service providers and support personnel at your school (ie.	SSO, Student Family Connections Coordinator, Teacher on Special
school psychologist, School Based Health Center staff, counselor, mental	Assignment, Inclusion Teacher, Para-educators, Intervensions Support
health therapist, school nurse, parent liaison, etc.) whom you will actively	Specialists,
collaborate with to accomplish the goals of your program.	

Section 13: 2017-18 After School Enrollment Policy for EnCompass_School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st 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

Additionally, OUSD prioritizes English language learners and Newcomers for after school services, so that the number of ELL students in According to new grant legislation, foster youth and homeless youth will receive priority enrollment in after school programs. afterschool 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.
- targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified The ASES and 21st CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in

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? Kgirls: 1st-5th grade boys + girls

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitainess Strategies
Homeless youth	3 families, about 10-15 students	Obtain info from Student-Family Connections Coordinator + Principal
Foster youth	2-4 students	Obtain info from Student-Family Connections Coordinator + Principal
English language learners and/or Newcomers	59% ELL/5-10 Newcomers	Obtain info from Student-Family Connections Coordinator + Principal

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?

We will reserve at least at least 1-2 spaces in each of our 6 classes to accommodate needs of families.

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.

Moneyline .	After School Enrollment Steps/Process	Individual(s) regulation
Monday April 17, 2017 (as soon	Applications will be made available to all	Site Manager
as we receive translated apps	students, location of Drop Box will be provided	
from OUSD)	and the deadline)	

Thursday, May 25th, 2017	Deadline to turn in apps to the designated Drop	Parents
	Box focated in Building A	
Tuesday, August 8th - 9th; 11th	During EnCompass Academy's Registration, ASP	Site Manager + EnCompass Admin
2017	Site Manager will be conducting Program	Team
	Enrollment Confirmations	
Friday, August 11th, 2017	Program Family Orritentation (12-1pm + 6-7pm)	Site Manager
Thursday, August 17th	Make Up Program Family Oritentation (5-6pm)	Site Manager

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 1st 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:

- Day teachers will complete Program Referrals
- Day program staff will receive application timeline and help remind parents
- Student Family Connections Coordinator will provide more info regarding applicants + help with referral
- Site Manager + Principal develop Student Priority List

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC Elementary School Affer School Programs 2017-2018

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.

Delamina	Land	
Initials	Agency	2017 - 18 Assurances for Grant Compfiance and After School Alignment with Muses Day
han	8	1) Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21* Century <u>Grant Assurances</u> , and understand mandated grant compliance elements.
RM	8	2) Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified goals. (Bi-weekly check-ins are recommended.)
AB	8	3) Site will provide the after school program with appropriate facilities and resources in support of program goals, including office space with internet and phone access for the Site Coordinator, and safe storage for program records.
ran	B	4) Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.
nan	8	5) Site Administrator and Site Coordinator understand the program must meet CDE attendance targets in order to retain grant funding. Site and program will work collaboratively to ensure strong student recruitment and retention.
MON	B	6) School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school.
MA	8	7) Site Administrator and lead agency partner have reviewed the <u>Quality Support Coach key responsibilities</u> , and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify a certificated, qualified individual to serve as the After School Quality Support Coach.
MON	8	8) Site will invite Site Coordinator and appropriate staff to participate in faculty meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning, and positive school culture & climate.
Mrs	90	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.
ren	De	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.
	-	

Principal Signature:

Lead Agency Signature: _

ASES and 21st CCLC Elementary School After School Programs 2017-2018

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 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). Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract. Important note: Teachers on their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract. Note these pay After school grant funds can be utilized for this direct service work. The Quality Support Coach cannot provide direct service to students. The rates may change if there are district pay raises next year.

will be facilitated by teachers Anticipated havins/week for teacher on extensible continent		
List efter school classes/activities that will be facilitated by teachers en entended contract		

Principal Signature:

Lead Agency Signature:

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

	A) The Comprehensive School Site Safety Plan Includes the <u>Arter 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.	Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response:	 X] Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively. X] Site will share Comprehensive School Site Safety Plan with after school partner. X] School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills). X] After School staff will participate in site-level faculty safety trainings. 	 [X] School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school. [X] Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed. Other. Specify: 	 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. 	After school staff will get the opportunity to meet with day program team, learn about the safety procedures, and will observe day program routines.	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. [X] Yes □ No		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? [X] Yes □ No	
--	---	--	---	--	--	--	--	--	--	--

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

Rene ipol Signature:

was staffing: (check one)
[X] Site will utilize after school and/or school day funds to pay Extra time/Over time (ET/OT) for an after school SSO.

Lead Agency Signature:

Section 17: Professional Development and Staff Wellness

ASES and 21st CCLC Elementary School After School Programs 2017-2018

2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 02 2017 **OFCY** Program Match Foen (if Other Lead ASES Funds applicable) Name: **EnCompass** Agency Funds QUSD (2) Island Agency - Lead Agency - Lead Agency Lead Agency % [H] & Average # of students to be served dedy (ADA) 84 TOTAL GRANT AWARD 112,500.00 72,000.00 64,593.32 CENTRAL COSTS INDIRECT ADMIN EVAL, PD. CUSTODIAL, SUPPLIES OUSD Indirect (5%) [3] 5,357.14! OUSD ASPO admin, evaluation, and 7,009.35 training/technical assistance costs [4] 3.504.67 Custodial Staffing and Supplies at 3.5% [5] [7] TOTAL SITE ALLOCATION [6] 95,628.84 CERTIFICATED PERSONNEL Quality Support Coach/Academic Liaison REQUIRED [8] 1120 2,500.00 0.00 Cortificated Teacher Extended Contracts- math or 0.00 1120 ELA ecademic intervention (required for MS) [9] 0.00 Certificated Teacher Extended Contracts- ELL 1120 supports [10] Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS) 0.00 Total cartificated [11] 2,500.00 0.00 CLASSIFIED PERSONNEL. Site Coordinator (list here, if district employee) [12] 0.00 0.00 0.00 0.00 2220 SSO (optional) [13] 4,900.00 0.00 [14] [15]0.00 Total classified [18] 4,900.00 0.00 0.00 0.00 Employee Benefits for Certificated Teachers on 500.00 [18] Extended Contract (benefits at 20%) [17] 3000's Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%) 1,078.00 [19 Employee Benefits for Salaried Employees (benefits 0.00 [21] 0.00 Lead Agency benefits (rate: 25%) [22] Total benefits [23] 1,678.00 0.00 0.00 0.60 **BOOKS AND SUPPLIES** Supplies (OUSD only, except for Summer 0.00 4310 Supplemental) (24) 0.00 5,327.00 0.00 4310 Curriculum (OUSD only) [25] 0.00 0.00 0.00 5829 Fleid Trips [26] 0.00 0.00 Equipment (OUSD only) [27] 0.00 0,00 0.011 Bus fickets for students [28] District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings) (29) 165.00 (301 0.00 0.00 0.00 Total books and supplies [31] 0.00 0.00 5,492.00

CONTRACTED SERVICES

5825	Program Director (1 staff * \$33/hr * 5.6 hrs/v/k * 52 weeks + 13.44% Texes/WC [\$1,279] + Health Benefits (\$871))		0.00					11,670.7
5825	Site Coordinator (1 staff * \$22,83/hr * 40 hrs/wk * 48 wks + 13,95% Fringe Benefits [\$8,071] + Health Benefits [\$5,353])		0.00	49,994.80	4,948.86			11,070.7
5825	Program Assistant (1 staff * \$18.25/hr * 28 hrs/wk * 39 weeks + 13.95% Taxes/WC [\$3,011])		5.00	40,004.00	24,591.13			
5825	Program Instructor (3 staff * \$17.50/hr * 21,5 hrs/wk * 38 weeks + 13.95% Taxes/WC [\$6,583.85])		0.00	35,129.21	0.00			18,650.7
5825	Girle Inc,			0.00	36,000.00			3,000,0
5825								0,000,0
5825								
	Total activides [32]		0.00	95,124.01	55,539.99	0.00	0.00	33,321,4
N-KIND I	DIRECT SERVICES			7 1-3	STORY COM		TEV U	
	[33]						0,00	0,0
							0.00	0,01
							0.00	
	Total value of In-kind direct services						0.00	0,01
EAD A	GENCY ADMINISTRATIVE COSTS							
	Lead Agency admin (4% inax of total contracted \$) [34]			2,528 82	6,460.01			18,779 9
SUBTOT	TALS					JE T		J STEWNS
	Subtotals DIREC! SERVICE [35]	85.14	10,660.24	85,124.01	65,539.99	0.00	0.00	38,813,41
	Subtotals Admin/Indirect [37]	-	14,188.92	2,526.82	6,480.01			15,779.91
OTALS	AAV - II - AAVAAA AAAA AAAA AAAA AAA				- Ilaining		7 T.	15,719.2
	Total budgeted per column [38]		24,849.16	87.650.83	72,000.00	0.00	0.00	54,593.32
	Total BUDGETED [39]	108.0	112,50	0.00	72,000.00	0.00	0.00	54.593.32
	PALANCE remaining to allocate [41]		0.0		0.00	0.00	0.00	04,080.02
	TOTAL GRANT AWARD/ALLOCATION TO SITE		112,60		72,000.00			54.593.32
	ATCH REQUIREMENT: quires a 3:1 match for every grant award dollar							
otal Mat	tch amount required for this grant:		37,500.00					
	count toward 25% of this match requirement:	255	9,375.00					
	ng match amount required:		28,125.00					
	TOURS DON A CERTIFICATION IS IN							
fatch she ite funds otal equa	ould be met by combined OFCY funds, other s, private dollars, and in-kind resources. This als:		54,593.32					

Required Signatures for Budget Approval:

Principal:	4/1/	
Lead Agency:	10 (3 3	-92393



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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

Name of School:	Parent Signatur	e: Date:
Student's Name	Grade	Date of Birth
Parent/Guardian Name (Pleas	e print) Email Address	
Home Address	City	Zip
Home Phone	Work Phone	Cell Phone
41.		
	EMERGENCY CONTACT INFORM	MATION
In case of emergency please		MATION
		Phone: work/home/cell
Name	contact: Relationship	
In case of emergency please Name Does your child have health of Medical Insurance	Relationship	Phone: work/home/cell
Name Does your child have health o Name of Medical Insurance	Relationship	Phone: work/home/cell No
Name Does your child have health of the land of Medical Insurance Name of Child's Doctor I authorize After School Pro	Relationship overage?Yes Policy/ Insurance #	Phone: work/home/cellNo rimary Insured's Name n emergency medical treatmen

After School MOU for Elementary and Middle Schools, 2017-2018, page 19 of 37

RELEA	ISE OF L	IABILI1	ТУ		
r school	program	and that	participation	is	VC

I understand the nature of the after oluntary. 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
STUDEN	T RELEASE/ PICK UP POLICY
school is out and will end by 6:00 p.m	the After School Program will begin immediately after. Students will not be released to go home from the After 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 child to:	give After School Program staff permission to release my
Name/Relationship	Phone Numbers: Home/Work/Cell
Name/Relationship	Phone Numbers: Home/Work/Cell
picked up by 6:00 p.m., After School Pro	n time. The program ends by 6:00 p.m. If students are not gram staff are required by law to report to Child Protective nstances of tardiness in picking up your child will result in
PERMISSION TO EVALUAT	E PROGRAMS AND TRACK STUDENT PROGRESS
review my child's school data (including be performance indices, and demographic defor the purpose of providing targeted su effectiveness of the After School Progrand any designated evaluation consultant	rogram Staff and any designated evaluation consultant to put not limited to test scores, report cards, attendance, other ata), and input my child's data into the after school database apport and academic instruction and assessing the ram. I also give permission for After School Program staff to monitor my child's progress and to require my child to pose of determining program effectiveness.
Parent/Guar	dian 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 childmaymay 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.					
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 2nd 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

Sc	nool Site:
Na	ne of Program:
Na	ne of Student:
Gr	de:
	equest early release of my child from the After School Program at o'clock p.m. ease check reason)
u	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.
0	Other:
off	parent/guardian, I hereby release and discharge the Oakland Unified School District and its icers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage sing from my child's' early release from the After School Program.
	<u></u>
	Signature of Parent/Guardian Date

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

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	FOR STUDENTS AGES AND OLDER ON	ILY
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.	School Site:	t
Date of Birth of Student:	Name 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.	Grade:	
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.	Date of Birth of Student:	
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.	If I arrive later than the dismissal time or am u School Program:	nable to pick up my child at the end of the After
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.	 I give the After School Program staff permi program without supervision. 	ssion to release my child from the after school
	officers, employees, agents, and volunteers fron a result of the release of my child without super	n all claims for injury, illness, death, loss or damage as rvision if I arrive later than dismissal time or am
Signature of Parent/Guardian Date		
	Signature of Parent/Guardian	Date

OUSD After School Programs

	2017-2018
St	udent 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:	 2
<u>HEALTH</u>	
	ese Health Conditions and requires management after
school:	
Severe Allergy to:	
☐ Asthma	Student has inhaler at school
Diabetes	Student has medication at school
☐ Seizures ☐ Sickle Cell Anemia	Student has medication at school
Sickle Cell Anemia	☐ Student has medication at school

Medications needed during the school day: Medications needed after school hours:

Student has medication at school

Student has medication at school

Cystic Fibrosis

Other conditions:

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.

A	+6.	·mi-	ation	+-	tonet	minor:
A	utno)PIZ	ation	TO	Treat	minor.

I give permission for the after school staff to administer medication that my child may require during the after school program.

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

Date:	Parent or Guardian Signature:
Print Name:	
Does your child have vision problems? _	
Have you ever been notified that your	child has difficulty seeing?
Is your child supposed to wear glasses?	

Please return this form immediately to the after school program.

Thank you!

Exhibit D

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

This form should be completed by the 1st day of each semester, and by the 1st day of the summer program (if applicable). Contact Information: Site Name Lead Agency Name Name of Contact Email Person Telephone Fax The following Field Trips, Off Site Events and Off Site Activities for the After School Program will occur during: ☐ Fall Semester- August 21, 2017 to January 19, 2018 ☐ Spring Semester- January 22, 2018 to June 7, 2018 □ Summer Program (Specify dates: ______ to Name of Field Trip, Off Site Event, Date(s) Time(s) and/or Off Site Activities Site Coordinator Signature ______ Date_____ Lead Agency Director Signature ______ Date_____

Site Administrator Signature ______Date__

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Waiver and Release of Liability. In consideration of being allowed to use and participate in activities at East Bay Regional Park District's facilities, including but not limited to its pools, takes, shorelines and swimming lagoons ("Exceptional Activity"), it for myself and my spouse, my child, hairs personal representatives next of kin, and assignd, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its efficies, directors, egents, voluntaers, and employees (collectively the "District") from any and all liability for any accident, (liness, 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 regligence of the District of 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, outs, eye injuries, blindness, broken bones, concussions, heart attacks, heat stroke, dehydration, joint or back injuries, slipping on uneven surfaces, brein injuries, drowning, paralysis, and death, as well as damagefoss 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 fransportation 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 afternievs! fees

Soverability. 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 described 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 explicable), spouse, heirs, personal representatives, assigns, and next of kin.

Participant's Name (Print)	
Name of Custodial Parent or Guardian (If Particip	ant is under 18):
Signature Foot spart Signature of even in your Pergolating	Date:
2 1 3 1-12 1-12	EBUP(15 VVIII/et - Super Use

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

	CHOOL SPORTS LE	AGUE ACTIVITIES
RELEASE OF LIABI	LITY AND ASSUM	PTION OF RISK
In exchange for being permitted to participal equipment and facilities, I agree to release, ("OUSD"),	indemnify and disch	large Oakland Unified School District
or equipment carries inherent risks we coaches or other care taken to avoid	erstand that the recrevice cannot be eliming injury. I understand or injury, or death, cipation in the Middle	eational activities or use of the facilities inated regardless of the presence of it that OUSD and are not to person or property as a result of use e School Sports League activities
necessary for me or my child during	ivitles and that parer son. I authorize OUS r obtain emergency r Middle School Sport:	nt/guardians have not been advised
 As parent/guardian, I have reviewed and understand that weather permitt after school and on designated week understand that they are responsible children promptly at the end of the p supervision for children after the Mid- 	ting the Middle Scho end days of each mo for transporting the program and that the	ol Sports League activities generally run onth as scheduled. Parent/Guardians elr child/children and picking up their ere is no OUSD or
 I agree as an adult participant, or the and permission to photograph and/or School Sports League and to use the 	r record me or my cl	hild/ward in connection with Middle
By signing this document (Release of Liabilit hurt or property damaged in connection with have waived my or my child/ward's right to respective agents, directors, and employees	h Middle School Spo maintain a lawsuit a	rts League activities, I may be found to
SIGNATURE	f 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 Cell Phone Work Phone **Email Address** In case of emergency please contact: Name Phone: work/home/cell Relationship If the Participant Is A Minor (under age 18): Print name of Parent or Legal Guardian of Minor Home Address Zip City Home Phone Work Phone Cell Phone **Email Address** SIGNATURE _ Today's Date _____ (Participant or Parent/Legal Guardian if under age of 18) Student Participant Health Conditions ☐ Severe Allergy to: _ _____ 🗆 Student has an Epi-pen at school ☐ Asthma ☐ Student has an inhaler at school ☐ Diabetes ☐ Student has medication at school ☐ Seizures ☐ Student has medication at school ☐ Sickle Cell Anemia ☐ Student has medication at school □ Other condition(s): ___ Student has medication at school Medications needed during the school day: Medications needed after school hours: Special Instructions: All students with asthma, diabetes, and severe allergies should have emergency medication available to school staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a Severe Allergy/Asthma Action plan signed by you and your doctor. See your School Nurse/Health Services for more information. Health Insurance Plan Name: Subscriber/Policy No. (COMPLETE INFORMATION ON BOTH SIDES)



INVOICING AND STAFF QUALIFICATIONS FORM 2017-2018

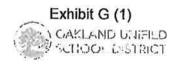
Basic Directions

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	人名英国 医双性皮肤
Agency Name	Agency's Contact Person	
Billing Period	Contact Phone #	

Employee, Agent, or Subcontractor Name	ATI#	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		Yes No	☐Yes ☐No
		☐ Yes ☐ No	∐Yes ∐No
		☐ Yes ☐ No	□Yes □No
		Yes No	□Yes □No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No



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

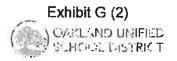
The following procedures are required in submitting invoices that utilize 21st Century and/or ASES funding:

- All 21st Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> 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 <u>use the attached invoicing format</u>. 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 <u>cover only one calendar month</u>, i.e. the 1st through the 30th or 31st.
- <u>Contractor</u>, <u>Agency</u>, <u>Site Coordinator</u>, <u>and Principal signatures</u> 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 <u>due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.</u>

The tentative schedule for OUSD payments is anticipated as follows:

Involces due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
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

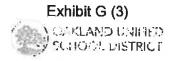
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- ♦ Have Employee sign Extended Contract & ALL Time Sheets
- ♦ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office All 21st Century and/or ASES Paid Inserivce/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.

Pald In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks .***				
September 15, 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.



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 21st Century and/or ASES funding:

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

- ♦ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ♦ Have Employee Sign Form
- ♦ Have Site Coordinator Sign Form
- ♦ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
- Any other ET/OT forms for 21st Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. <u>Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date</u>. 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



CERTIFICATE OF LIABILITY INSURANCE

9/19/2016

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

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

	eruncate noiger in lieu of such endo	sem	ent(s)	Lasting					
1	DUCER				NAME:	^{CT} Aliyyal	Harvey			
Fidelity Insurance Service					PHONE (510) 548-8200 FAX (A/C, No): (510) 548-6145 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com					
	member of United Valley				E-MAIL ADDRE	ss aharvey	@fidelit	yinsuranceservice.	COM	
80	1 Allston Way				-3-00-6-2-10					NAIC#
Berkeley CA 94710				INSURER(S) AFFORDING COVERAGE					99998	
WSURED					INSURER A NIAC					39996
Oa	kland Leaf Foundation				INSURER B Employers Compensation Ins.					
77	00 Edgewater Drive, #818				-	- Constitution			-	
,					INSURER D: INSURER E:					
Ca	kland CA 94	621-	-303	O	1000-000				-	
_				NUMBER:CL1691908	INSURE	RF:		DEMONSTRUCTURE	-	
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V I.	THE TOTAL PLANTER				CANC	ELLATION				
	Oakland Unified School Attn: Risk Management 1000 Broadway, Suite			rict	THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CAN EREOF, NOTICE WILL BE CY PROVISIONS.	DEL	ED BEFORE JVERED IN
	Oakland, CA 94607				AUTHO	RIZED REPRESE	NTATIVE			
										,
					Erik	Holland/	ERH	ES-W	کا	١ ١

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Oakland Unified School District, its directors, officers, agents, employees, and volunteers.

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

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf: 1) In the performance of your ongoing operations or 2) In connection with your premises owned by or rented to you. However: 1) The insurance afforded to such additional insured only applies to the extent permitted by law; and 2) If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits of insurance:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is that amount of insurance: 1) Required by the contract or agreement; or 2) Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Exhibit I

Statement of Qualifications

INSERT HERE



Oakland Leaf Statement of Qualifications

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

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

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

In addition to our five core initiatives, our programming is based on youth development practices and principles. We develop and assess our staff and programming for cultural relevancy and engagement; a strategy reinforced by taking a project based approach to our classes. This gives students the opportunity to showcase their learning through expositions and community showcases.

Oakland Leaf works in partnership with Oakland Fund for Children and Youth (OFCY) and Oakland Unified School District (OUSD) to achieve a shared vision of a full service community school district. Students and schools with limited economic resources are targeted to ensure that students have access to the resources and the tools needed to achieve academic success and develop into thoughtful and creative citizens. Our whole-child approach to the work makes it possible for schools to provide wrap-around services for students and families. We work with each school to support its specific Community Schools Strategic Site Plan. We have been leading the way in helping Oakland public schools transcend traditional classroom learning and we partner together by using our programs to transform schools into thriving year-round community hubs.

All of our programs are culturally relevant, project based, and culminate in a student showcase or performance. Oakland Leaf's current programs include six comprehensive after-school programs for elementary and middle school students, a school-based community garden and ecology programs, and a



Oakland Leaf Statement of Qualifications

four-week arts, leadership, and social justice education summer camp called Oakland Peace Camp. Oakland Leaf has grown to serve over 1,100 students and families annually, guided by our credo, "Love is an action!"

Since its incorporation as a 501(c)(3) in 2002, Oakland Leaf has matured into an organization with reliable and effective administrative and financial practices. Our Board of Directors guides our fiscal strategies, while our HR & Finance Director manages fiscal operations with the support from our Executive Director. Additionally, Oakland Leaf is audited yearly to ensure that the organization is using Generally Accepted Accounting Principles (GAAP).

Oakland Leaf has managed federal, state, and local funds through its partnerships with City and State agencies such as OFCY, City of Oakland Cultural Funding, OUSD, ASES, and 21" Century Community Learning Centers. All of our programs adhere to comprehensive City and State standards for fiscal and administrative requirements such as staff-to-youth ratios and units of service requirements as well as measures for accountability including quarterly evaluations, submission of reports, and invoicing.

EXHIBIT J Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

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

- 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.
- 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.
- 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. <u>Termination.</u> 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. <u>Litigation.</u> 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. <u>Integration/Entire Agreement of Parties</u>: 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. <u>Signature Authority.</u> 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.

	President, Board of Education Superintendent or Designee	
Se	ecretary, Board of Education	
Α¢	GENCY	
ΕI	MPLOYEE	

OAKLAND UNIFIED SCHOOL DISTRICT



Memo

Date: June 12, 2017 RE: Staff Qualifications

To Whom It May Concern:

All Oakland Leaf employees, volunteers, and agents working in our OUSD after-school program will have fingerprint clearance through the Department of Justice and FBI, and will also have TB clearance before they begin work on OUSD School sites for the 2017-2018 Academic Year. In addition, our Site Manager and Program Assistant will be First Aid/CPR trained to fit the two staff requirement.

If you have any questions feel free to contact me at (510) 564-4334.

Thank you,

Melissa Mendez Ochoa HR & Finance Director



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.

Agency Information

Title

Agency's

Telephone

Contact Person

Odiaka Gonzalez

Executive Director

510-564-4334

- 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.
- OUSD contract originator creates the requisition on IFAS.

7700 Edgewater Dr. #818

Oakland Leaf

Oakland

5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

State	CA	Zip Code	94621	Email		odiaka.gonzalez@oaklandlea			af.org
OUSD Vendor Nu		1001624	· · · · · · · · · · · · · · · · · · ·					,	
Attachments	Statemer	nt of qualificat	ions	pensation insurance		es Lis	t. (www.sam.g	jov/portal/pu	ıblic/Sam/)
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Telephone		510-639-3350		Fax	510-63	9-3352		-	
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5. Board of Education	on or Superinte	ndent		V					

Procurement

Date Received

Agency Name

Street Address

City

SAM Search Results List of records matching your search for:

Search Term : oakland* leaf* Record Status: Active

No Search Results