



**Memorandum of Understanding**  
**Between**  
**Community School for Creative Education and Attitudinal Healing Connection**  
**2023-2024**

This Memorandum of Understanding ("MOU") establishes the Community School for Creative Education ("CSCE") contract with Attitudinal Healing Connection Inc. ("AHC") to serve as the lead agency. AHC will provide extended day programs, serve 90-110 students and run services for days in alignment with the CSCE school calendar in agreement with the following grants: California Department of Education ("ASES") and COVID-19 regulations.

**1. Term of MOU.** The term of this MOU shall be August 1, 2023 through July 30, 2024. The term may be extended by written agreement of both parties.

**2. Termination by CSCE.** CSCE may at any time terminate this MOU for cause should AHC fail to perform any part of this MOU, not less than thirty (30) days written notice to AHC. CSCE shall compensate AHC for services satisfactorily provided through the date of termination. In the event of termination for cause, CSCE may secure the required services from another contractor.

**3. Termination by AHC.** AHC may at any time terminate this MOU for cause should CSCE fail to pay the fiscal agreement in this MOU, not less than fifteen (15) days written notice to CSCE.

**a. Advance Notice by AHC for Coming School Year.** AHC must provide advance notice to the Deputy Director by the end of the second semester if AHC cannot continue providing extended day 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 CSCE to work to preserve after school grant funding for the school.

**4. Compensation.** The ASES grant award amount for CSCE is \$203,482.84. AHC shall be

compensated \$191,976.18, of these funds in accordance with the following terms and conditions:

- a. **CSCE** will pay a downpayment deposit of \$57,592.85 (30% of the total budget of \$191,976.18) by September 8, 2023.
- b. **CSCE** will pay a monthly automatic installment to AHC in the amount of \$14,931.48 for nine consecutive months (October 2023 through June 2024).
- c. **The first payment** of \$14,931.48 (after the initial 30% deposit) will be issued no later than October 15, 2023, and continue on a monthly basis for nine months, with the final payment issued no later than June 15, 2024.
- d. **AHC** shall provide CSCE with invoices for all installments.

**5. Scope of Work.** AHC will serve as lead agency at CSCE, and will be responsible for operations and management and program reporting of the Extended Day Programs for fiscal year 2023-2024. This shall include the following required activities:

- a. **Student Outcomes.** AHC shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AHC agrees to develop school specific outcomes, as defined in partnership with the Deputy Director. AHC recognizes that the Deputy Director is the chief decision maker for Extended Day Programs, and ensures that school site objectives are met.
- b. **Oversight.** AHC will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Enrollment. AHC will work in partnership with CSCE to enroll TK through 8th grade students at CSCE, to serve 90-110 students and run services for days in alignment with the CSCE school calendar to earn the full core grant allocation of funding.
- c. **Enrollment.** Enrollment will fluctuate from day to day, as does the enrollment of the school, as well as limitations due to COVID-19, but the year end attendance requirements set by ASES compliance will be achieved.
- d. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, with the agreed upon hours and schedule set by AHC and CSCE, aligning with ASES requirements and respecting COVID-19 limitations. Instructional activities must include a balance of both academic and enrichment/recreation components.
- e. **Program Days.** The program goals are to offer a minimum of 178 days during the 2023-2024 school year. ASES understands that due to issues concerning COVID-19 there will be fluctuations in the general attendance and thus extends leniency in the area of attendance requirements. AHC will make every effort to honor the original policy set by ASES which states that we will close the ASES program no more than a maximum of 3 days in the 2023-2024 school year for staff professional development, as permitted by Education Code. A minimum of 2 of the 3 professional development days must align with CSCE professional development/in service days. Not more than 1 of the AHC professional development days shall be outside of CSCE professional development days. Should AHC have a professional development day on a day that students are in

session, the AHC staff shall provide a substitute team to conduct the extended day program. The AHC staff shall introduce the substitute team to CSCE by email or in person prior to the day of the AHC team's absence to ensure no interruption of quality service to the students.

**6. Program Components.** AHC agrees to provide programming that supports the guidelines as outlined in the ASES grant for students at CSCE. AHC acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

**a. Educational and Literacy.** An educational and literary 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.

**b. 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, environmental awareness, 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.

**c. Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor. AHC will provide one Lead Coordinator or Admin Lead for overall management in addition to four AHC staff members to provide enrichment/academic services.

**d. Staff Qualifications.** AHC will collect and maintain evidence of the following staff qualifications for each AHC employee, including employees of subcontracting agencies and volunteers: TB Clearance, current negative COVID test results in line with CDC and Alameda County requirements, current CA Department of Justice and FBI fingerprint clearance, staff educational/ degree qualifications.

**e. Data Collection.** AHC will work with CSCE 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: *Accountability Reports*. AHC will provide CSCE with the following set of program accountability reports: Financial reports, Activity reports. *Outcomes reports*: behavioral and academic. *Attendance Reports*. AHC will work with CSCE to track and create attendance reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AHC and provided to CSCE to keep on site for 5 years for auditing purposes.

**f. Use of Enrollment Packet.** AHC will extend a CSCE/ArtEsteem Extended Day Program Parent Permission and Student Information enrollment packet, including early

release waiver, to all students attending CSCE.

**g. Maintain a Clean, Safe and Secure Environment.** AHC shall maintain a clean, safe, and secure program environment for staff and students in conjunction with CSCE and COVID-19 guidelines. AHC, 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.

**h. Alignment of Extended Day Safety Plan with School Site Comprehensive Safety Plan.** AHC will use the CSCE Extended Day Program Emergency Plan template and work collaboratively with school site administrators to align with and is part of the school site's comprehensive safety plan.

**i. Incident and Injury Reporting, Crisis Response and Training.** AHC will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to Extended Day Program participants, visitors or staff must be reported via email to CSCE by AHC staff within one business day of occurrence.

**J. Accident Insurance.** CSCE will secure at its own expense limited to accident insurance coverage to assist in payment of eligible student medical expenses incurred by parents/guardians due to CSCE student accidents during the Extended Day Program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. Extended Day Program staff will immediately refer parents/guardians seeking payment of medical expenses under student accident coverage to CSCE's designated accident insurance representative.

**k. Meeting Participation.** AHC will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by CSCE and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the Deputy Director, Principal, or other identified designee to ensure collaboration with the school vision. This also includes quarterly Admin team meetings with the Executive Director, Deputy Director, Business Operations Manager or other identified designee. AHC staff will also participate and facilitate trainings and meetings to address program quality, program improvement and general troubleshooting. Relationships. AHC will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation: Administration, faculty including staff of CSCE Extended Day Programs, Parents/Guardians, Youth Community, partner organizations and public agencies.

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

**8. Loss of Standing as Qualified Organization.** AHC 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.

**9. Financial Records.** AHC agrees and understands that CSCE is responsible for fiduciary and programmatic oversight for the expenditure of the ASES grant funds contracted to AHC by CSCE for fiscal year 2023-2024. AHC will ensure that all contracted funds of this MOU are expended as stated in the Budget outline.

**a. Accounting Records.** AHC will maintain its accounting records based upon the principles of fund accounting.

**b. Disputes.** AHC shall make all records related to ASES available to CSCE for review. CSCE and AHC shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds. Invoicing / Billing Structure. CSCE will pay a downpayment deposit of \$57,592.85 (30 % of total budget \$191,976.18) by September 8, 2023. CSCE will pay a monthly payment to AHC in the amount of \$14,931.48 for nine consecutive months by the 15th of each month, with the first payment of \$14,931.48 due on October 15, 2023.

**10. Ownership of Documents.** AHC agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES program for a minimum of five years. All documents created by AHC 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 AHC are and shall be at the time of creation and thereafter the property of CSCE. CSCE shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AHC or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to CSCE. If any materials are lost, damaged or destroyed before final delivery to CSCE, AHC shall replace them at its own expense and AHC hereby assumes all risks of loss, damage or destruction of or to such materials. AHC may retain a copy of all materials produced under this MOU for its use in its general business activities.

**11. Conduct of Consultant.** AHC will provide training to all AHC staff, agents and volunteers at least annually and within their first month of working with CSCE 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.

**12. Staff Requirements.** AHC will adhere to the following staff requirements for each AHC "agent", including employees, staff of subcontracting agencies, and volunteers. AHC will provide CSCE with evidence of staff qualifications, which include:

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

**b. Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AHC agent working with students. AHC shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AHC shall certify in writing to CSCE that none of its agents who may come into contact with pupils have been convicted of a violent or serious felony. AHC 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 The arrest records for all agents who may come into contact with CSCE pupils in providing services to the District under this Agreement.

**c. Minimum Qualifications.** AHC 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 equivalent 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, AHC shall provide First Aid and CPR Training to sufficient AHC staff to ensure that no less than 2 AHC staff members with current First Aid and CPR Training are present on site during the program each day. AHC 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 after school grant program and provide a safe and secure program.

**c. Removal of Staff.** In the event that CSCE, in its sole discretion, at any time during the term of this MOU, desires the removal of any AHC related persons, employee, representative or agent from CSCE school site and/or property, AHC shall immediately upon receiving notice from CSCE of such desire, cause the removal of such person or persons. In the event CSCE requests the removal of any AHC related persons, employee, representative or agent from CSCE school site and/or property, the CSCE site administrator shall provide to AHC written, supporting rationale for the decision. Prior to the removal or change of any AHC staff member who is a regular part of the Extended Day program, AHC 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.

**13. Conflict of Interest.** AHC shall abide by and be subject to all applicable CSCE policies, regulations, statutes or other laws regarding conflict of interest. AHC affirms to the best of its knowledge, there exists no actual or potential conflict of interest between AHC's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interests 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 CSCE's attention in writing.

**14. Drug-Free / Smoke Free Policy.** AHC understands that CSCE does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on CSCE property. AHC agrees to adhere to this policy for its students, staff, visitors, employees and subcontractors.

**15. Non-Discrimination.** Consistent with the policy of CSCE, AHC and California and Federal laws, AHC 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. AHC 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. AHC 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 CSCE policy. In addition, AHC agrees to require compliance by all its subcontractor(s).

**16. Bullying; Sexual Harassment.** AHC and CSCE recognize the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in Extended Day programs. In order to have a safe environments that protect students from physical and emotional harm, AHC shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AHC 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 AHC employees and agents.

**17. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** AHC will implement Restorative Justice and PBIS programs at CSCE if and when needed. AHC will implement Attitudinal Healing and other programs in the Extended Day that support positive school climate and focus on prevention.

**18. Insurance.** Throughout the life of the MOU, AHC shall pay for and maintain in full force and effect with an insurance company 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:

**a. 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.

**b. Worker's Compensation insurance,** as required by the California Labor Code,


with not less than the statutory limits.

**c. 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 basis, for all furniture, equipment and supplies of AHC. If any CSCE property is leased, rented or borrowed, it shall also be insured the same as real property.

**d. The above policies of insurance** shall be written on forms acceptable to the Risk Manager of CSCE and endorsed to name CSCE, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to CSCE upon AHC's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void.

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

**COMMUNITY SCHOOL FOR CREATIVE EDUCATION**

Director of Finance & Operations  \_\_\_\_\_ Date 07/29/2023

Head of School  \_\_\_\_\_ Date 07/25/2023

**ATTITUDINAL HEALING CONNECTION, INC.**

Associate Director  \_\_\_\_\_ Date 07/25/2023

Executive Director  \_\_\_\_\_ Date 07/26/2023