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# Memo

To

Board of Education

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by

Procurement)
Subject

October 24, 2012

Memorandum of Understanding - Youth Together (contractor) - 306/Skyline High School

(site/department)

**Action Requested** 

Approval of Memorandum of Understanding between Oakland Unified School District and Youth Together. Services to be primarily provided to Skyline High School for the period

of July 1, 2012 through August 31, 2013.

Background

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

The general purpose of the 21<sub>st</sub> Century Community Learning Center (21<sup>st</sup> CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) Section 8421 further defines the purpose of the 21<sub>st</sub> CCLC High School ASSETs program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.

Discussion One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between the District and Youth Together, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision, and variety of enrichment services for Skyline High School's comprehensive After School Program in the capacity of the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$176,480.00.

Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Youth Together. Services to be primarily provided to 306/Skyline High School for the period of July 1, 2012 through August 31, 2013.

Fiscal Impact

Funding resource name (please spell out) 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant:

\$137,821.00 - Core, \$21,477.00 Equitable Access, and \$17,182.00 Family Literacy funding for a total amount not to exceed \$176,480.00.

**Attachments** 

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications

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

1.	Intent. This Memorandum of Understan ("OUSD") intent to contract with	ding ("MOU") establishes the Oakland Unified Sch Youth Together	ool District	S
	("AGENCY") to serve as the lead agence	cy to provide after-school and/or summer education ents and run services for a sufficient number of days	al program to earn th under th	e

- California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
- California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access")
- California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
- 2. **Term of MOU.** The term of this MOU shall be July 1, 2012 to August 31, 2013 and may be extended by written agreement of both parties.
- 3. Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
- 4. Compensation. The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for 306/Skyline High School is \$176,480.00.

  AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. Total Compensation. <u>Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.</u>
  - 4.2. Positive Attendance. Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 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 \$10.00 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 ASSETS Core Grant to be processed. (Exhibit A Attendance Reporting Schedule 2012-2013").
    - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS 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 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 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 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.
- 4.5. **Program Budget.** Due to result-based budgeting, 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 2012-2013 and will not exceed \$176,480.00 in accordance with **Exhibit B** ("21st CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 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.
- Program Fees. The intent of the 21st Century ASSETS program is to establish local programs 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community, AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

- 5. Scope of Work. AGENCY will serve as lead agency at 306/Skyline High School , will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2012-2013. This shall include the following required activities:
  - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
    - 5.1.1. Alignment with Community School Strategic Site Plan ("CSSSP"). AGENCY will ensure the after school program aligns with OUSD and 306/Skyline High School and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
  - 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with 21st Century ASSETS Core, Family Literacy, and Direct Access 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 9th through 12th grade students at 306/Skyline High School \_\_\_\_\_, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### 5.4. Program Requirements

- 5.4.1. Program Hours. Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.
- 5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2012 2013 school year.
  - 5.4.2.1. Attendance Targets. AGENCY will operate the program for a sufficient number of days during the 2012 2013 school year to ensure that student attendance targets are met. This can include Summer Session.
  - 5.4.2.2. Program Closure. AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2012-13 school year for staff professional development, as permitted by Education Code.

#### 5.4.3. Program Components

5.4.3.1. AGENCY shall provide programmin ASSETS Core Grant for students at	g that supports the guidelines as outlined in the 306/Skyline High School
offered in every funded program: acade	ogram has three required elements that must be mic assistance, enrichment, and family literacy academic and enrichment elements must provide

additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines, including, but not limited to:

- 5.4.3.1.1. Academic Assistance. ASSETs programs will include tutoring, homework assistance, Credit Recovery, and CAHSEE Prep in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.
- 5.4.3.1.2. Enrichment. Each ASSETs program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.
- 5.4.3.1.3. Family Literacy Services. AGENCY shall assess the need for family literacy services among adult family members of the high school 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.
- 5.4.3.2. Equitable Access Programming. AGENCY shall include a component for students at 306/Skyline High School to support full access to program components.
- 5.4.3.3. Family Literacy Programming. AGENCY shall offer a component for guardians, parents, and caretakers of students at 306/Skyline High School which includes parent workshops and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.4. Staff Ratio. The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. Data Collection. AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
  - 5.5.1. Accountability Reports. Providing OUSD with the following set of program accountability reports:
    - Financial reports
    - Activity reports
    - Outcomes reports: behavioral and academic
  - 5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.
  - 5.5.3. Use of Enrollment Packet. AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all

after school participants. (**Exhibit C**) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

- 5.6. Maintain Clean, Safe and Secure Environment. Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.8. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:

  - OUSD After School Programs Office
  - OUSD central administration departments
  - Parents/Guardians
  - Youth
  - Community organizations and public agencies
- 5.9. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
  - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (Exhibit D).
  - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
  - 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
    - 6.1.1. a full description of the trip and scheduled activities
    - 6.1.2. student/adult participant health information
    - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

#### 6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required 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 early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. Transportation Requirements: The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY

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

- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. Voluntary Student Accident Insurance must be <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g., swimming, snow trips, horseback riding, sailing, rafting, etc.) must be covered by medical or accident insurance.
  - 6.10.1. Parents/quardians must be informed that there is no District insurance for the trip;
  - 6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

### 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 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 insurance coverage for such activities shall be borne by the student and/or AGENCY.
- 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 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 Field Trips/Excursions Which Include Swimming or Wading

- 6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.
- 6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

#### 6.12.3. Swimming Activities

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
  - 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (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 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2012-2013. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
  - 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. **Disputes.** AGENCY shall make all records related to 21<sup>st</sup> Century ASSETS, Family Literacy, and Direct Access grants 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 21<sup>st</sup> Century Core Grant, Direct Access, or Family Literacy grant funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**
- 8.5. **Submission of Invoices for ASESP and 21**<sup>st</sup> **Century Grants.** For services rendered related to the 21<sup>st</sup> Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21<sup>st</sup> Century ASSETS grants, with a cumulative total for 2012-13 not to exceed \$176,480.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form **(Exhibit F).** OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

#### 10. Changes

10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or

services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2012-13 fiscal year to reflect additional changes resulting from such legislation.

#### 11. Conduct of Consultant

- 11.1. Child Abuse and Neglect Reporting Act. AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 11174.
- 11.2. Staff Requirements. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
  - 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
  - 11.2.2. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
  - 11.2.3. Minimum Qualifications. AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. 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. 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. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of

- change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. **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. Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding 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].

By:

- 15. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 16. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

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

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OAKLAND UNIFIED SCHOOL DIST	RICT	AGENCY
( ale Juda	1925/12	7/25/2
☑ President, Board of Education	Date	Agency Director Signature Date
Superintendent		Akua C. Jackson, Executive Director
Cay Cahatuns, 1:	10/25/12	Print Name, Title
Secretary,	Date	
Board of Education	1	Attachments:
Cartiss Saraky		Exhibit A. Attendance Reporting Schedule
Associate Superintendent	Date	Exhibit B. Planning Tool/Comprehensive After
Family, School, and Community Partners	hips Dept.	School Program Budget
Veld mal	7 25 12	Exhibit C. Enrollment Packet, including Early Release Waiver
Principal	Date	Exhibit D. List of Anticipated Field Trips, Off Site
DI: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		Events and Off Site Activities
/Mm & JIM/mus	8-15-12	Exhibit E. Waiver for use of East Bay Regional Par District Bodies of Water (Swimming Pools, Lagoons,
Regional Executive Officer	Date	Shoreline Parks and Lakes) and Related Facilities
		Exhibit F. Invoicing and Staff Qualifications Form
MOU template approved by Legal May,	2012	Exhibit G. Fiscal Procedures and Policies
		Exhibit H. Certificates of Insurance
File ID Number: 12-2468		Exhibit I. Statement of Qualifications

# 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, 2012	August 6, 2012		
August 1 - August 30, 2012	September 4, 2012		
September 1-30, 2012	October 1, 2012		
October 1-30, 2012	November 5, 2012		
November 1-30, 20112	December 3, 2012		
December 1-31, 2012	January 7, 2013		
January 1-31, 2013	February 4, 2013		
February 1-28, 2013	March 4, 2013		
March 1-31, 2013	April 2, 2013		
April 1-30, 2013	May 6, 2013		
May 1-31, 2013	June 3, 2013		
June 1-30, 2013	July 1, 2013		

### Exhibit B

# 21<sup>ST</sup> CCLC AFTER SCHOOL PROGRAM PLAN AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET

(Template distributed separately)

# **INSERT HERE**

# OUSD After School Programs funded by 21<sup>st</sup> Century Community Learning Center grant

# 21<sup>st</sup> CCLC After School Program Plan High Schools 2012 - 2013

# **SECTION 1: School Site Information**

School Site:
Skyline Senior High School
Principal Signature

Date: May 22, 2012

Lead Agency Signature:

After School Site Coordinator Name (if known at this time): Tony Douangviseth

# SECTION 2: After School Alignment with Community School Strategic Site Plan (CSSSP)

Mark the following Strategic Priority areas of the school's CSSSP where this after school program is identified as a high leverage strategy.

- x\_\_ Balanced Literacy and Literacy Across the Curriculum
- x Science, Technology, Engineering, and Mathematics (STEM)
- x Transitions and Pathways Pre-K to 12
- x College, Career and Workforce
- x Accelerating Students through Targeted Approaches
- \_x\_\_ Extended Learning Time
- x School Culture (including Meaningful Student Engagement)
- x Health and Wellness
- \_x\_\_ Interrupting Chronic Absence (Attendance)
- \_x\_\_ Building Capacity and Leadership
- x Family and Student Engagement
- x Strategic Operational Practices

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

- 1. Increase the academic performance for participating students
- 2. Give opportunities for students to recover credits towards graduation
- 3. Develop resiliency skills of students involved in programming
- 4. Fostering a safe space for all Skyline students to create positive productive visions for themselves

SECTION 3: OUSD Strategic Que Complete the matrix for at least t		Strategic questions.	A Company
Strategic Questions/Desired Outcomes  As a result of our ASP efforts	Strategic Activities:  What after school strategic activities will support the desired outcomes?	Outcomes of Strategic Activities:  What short-term outcomes will you expect from your efforts by the end of the school year?	Data used to assess the strategic activities:  What data will be collected to measure these outcomes?
High School Graduation: How many more Oakland children are graduating from high school?	Credit recovery coursesand collaboration with 12 <sup>th</sup> grade assistant principal	More students will be supported by infrastructure to help students obtain missing credits in order to graduate on time	We will compare site and district outcomes
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Attendance will be monitored with each marking period grade	More students will attend more school	Average Daily Attendance
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	Majority of after school program will be coordinated and instructed by a team of student teachers whom are stipend throughout the year.	We anticipate to have more students engage in each program by increasing participation	City Span
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	After school will be an active participant of COST team meetings throughout year and will refer students	Be an integral partner in COST team meetings	Number of cases throughout year

	who may need services		
SECTION 4: Program Mo	del and Lead Agency Selection		
For 2012-2013, my site will or	perate the following program model:		
☐ Extended School Day: a particular grade and/or all student of the Blended/Hybrid: combined Description and Rational Describe how the selected Le Note: If school is managing p	voluntary program open to all student dditional class periods added to the be dents of the school ation of some extended day and some e for Selection of Lead Agency ad Agency partner will support the sch rogram, site is considered to be the Le school plans for FSCS development.)	Il schedule during after school ho traditional after school programm ool's plans for Full Service Comm	ours for students of a ning nunity School development.
caring community in which collaboration and in partnership efforts so that students may inskills. The Skyline High School	le to support all students, Skyline High all students have equal opportuniti ip between youth and adult allies, the Comprove their physical and mental heal ool OLOP Youth Center is committed t voices. Students will empower each o	es to develop their personal voltop Youth Center provides servith, as well as strengthen their act to and promotes an environment	risions. Through community ices and engages in advocacy ademic, social and leadership that fosters peace, unity, and
In order to remain in complian	E, PROGRAM DATES, AND PROce and meet minimum funding required	ments, the after school program r	
schools. (EC 8483)	uired to operate a minimum of 15 hour		elementary and middle
Required # of Program Day	s your program will operate during sufficient number of program days offe	School Year 2012-2013:	180+

Projected Daily Attendance during School Year 2012-2013:	150+
Program Schedule Submit program schedule as an attachment, using the standard program schedule te	mplate.

## **SECTION 6: Academics**

Your site should plan to offer a range of academic supports and MUST include:

1) CAHSEE Prep 2) Credit Recovery 3) Tutoring

Other possible supports may include computer lab, STEM Programs, Academic Intervention, project-based learning, and coordination with SES tutoring.

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.

	Target Popula- tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	Students involved in after school athletic programs (includes ELD, Special Needs, FBB, BB, and Basic students)	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervention ☐ CAHSEE Prep ☐ Other	<ul> <li>Increased numbers of students meeting A-G requirements</li> <li>On four year track to high school graduation</li> <li>Narrow the academic achievement gap</li> </ul>	<ul> <li>Student athletes receive passing grade for all subjects</li> <li>Student athletes raise overall GPA</li> <li>Student athlete stay eligible throughout Autumn semester</li> </ul>	<ul> <li>Student athletes participate in tutoring/study groups</li> <li>Student athletes below a 2.0 GPA or ineligible will participate additional tutorial</li> </ul>	<ul> <li>Provide professional development to academic tutors &amp; peer tutors</li> <li>Orientation with student athlete, parent, and coaches</li> </ul>
2	9 <sup>th</sup> & 10 <sup>th</sup> graders who are FBB, BB, ELD, & Special Needs	<ul> <li>☐ Homework Support</li> <li>☐ Tutoring</li> <li>☐ Skill Building</li> <li>☐ Academic Intervention</li> <li>☐ CAHSEE Prep</li> <li>☐ Other</li> </ul>	<ul> <li>Increased numbers of students meeting A-G requirements</li> <li>On four year track to high school graduation</li> </ul>	<ul> <li>Student receiving passing grades in all core subjects</li> <li>Student raise overall GPA</li> </ul>	11 <sup>th</sup> & 12 <sup>th</sup> graders who demonstrate academic excellence and leadership on campus will be selected per semester to become	Peer to peer tutoring

				Narrow the academic achievement	gap		paid peer tutors to 9 <sup>th</sup> and 10 <sup>th</sup> grade students.	
3	10 <sup>th</sup> – 12 <sup>th</sup> grade students who have failed the CAHSEE	☐ CAHSEE Prep		On four year to high school graduation			Either teachers or service providers to help students on CAHSEE Exam/s	Intensive CAHSEE Prep
4	9 <sup>th</sup> – 12 <sup>th</sup> Grade Students Credit Recovery Courses in Math, English, Non Lab Science, History	☐ Homework Supple ☐ Tutoring ☐ Skill Building ☐ Academic Intervolution ☐ Credit Recovery	vention y	<ul> <li>Increased numbers of students mee A-G requirem</li> <li>On four year to high school graduation</li> <li>Narrow the academic achievement</li> </ul>	rents GPA track		Multi-subject teachers on extended contracts to support students recover credit in English & Math courses	Instructions provided by credentialed teacher     Additional 1 on 1 support
Car gra iielo	eer-related nts. Enrich ds, and app	enrichment activitie ment activities shou ly learning in a real,	es and pholid and provided hands-o	ysical activity/red e students with t n way. Enrichme	creation áre required he opportunity to de ent activities should	compo velop 2 intentio	CTIVITY / RECREA onents of the ASES an 1 <sup>st</sup> Century Skills, expl nally and creatively bu	d 21 <sup>st</sup> Century ore career-related ild skills that suppo
Car gra field stud	eer-related nts. Enrichi ds, and app dents' succe	enrichment activitie ment activities shou lly learning in a real, ess in school and in	es and pholid provide hands-or life. Enri	ysical activity/red e students with the n way. Enrichme ichment activities	creation áre required he opportunity to de ent activities should s often support Care	compo velop 2 intentio	nents of the ASES an 1 <sup>st</sup> Century Skills, expl	d 21 <sup>st</sup> Century ore career-related ild skills that suppo
Car gra field stud wel Typ Car rela	reer-related nts. Enrich ds, and app dents' succe lness, positive of eer-	enrichment activitie ment activities shou ly learning in a real,	es and phild provide hands-o life. Enriants learn CSSSF school	ysical activity/red e students with the n way. Enrichme ichment activities ing, and student goal(s) or	creation áre required he opportunity to de ent activities should s often support Care	compo velop 2 intentio er Path	onents of the ASES″an 1 <sup>st</sup> Century Skills, expl nally and creatively bu	d 21 <sup>st</sup> Century ore career-related ild skills that suppor

		college Promote Positive School Climate	competition through "Dance Battles" & practice good sportsmanship. The Program will also include academic alignment with the California Content standards in Physical Education.		feeling connected to caring adults
Arts & Culture	□ Student Identified	<ul> <li>Increased numbers of students meeting A-G requirements</li> <li>On four year track to high school graduation</li> <li>Narrow the academic achievement gap</li> <li>Eligible for four year college</li> <li>Promote Positive School Climate</li> </ul>	Students are instructed in fundamentals of visual arts through the medium of graffiti. Lighting, shading, coloring and other aspects are covered. The program will also include academic alignment with the California Content standards in Visual & Performing Arts.	□ Social Skills/Conflict Res. □ Leadership □ Academic (ART) □ Internships/Linked Learning □ 21 <sup>st</sup> Century skills □ Other (Mural Painting)	Participating students will gain elective course credit needed for graduation and college     Students will develop skills in potential career fields. Students will self assess a increase in feeling connected to caring adults
Student Leadership	☐ Student Identified ☐ School Identified ☐ Parent Identified ☐ Other (specify)	<ul> <li>Increased numbers of students meeting A-G requirements</li> <li>On four year track to high school graduation</li> <li>Narrow the academic achievement gap</li> <li>Eligible for four year college</li> <li>Positive School Climate</li> </ul>	Student will apply, go through an interview process, and be trained through social justice workshops to help engage the school through different cultural events on violence prevention and promote positive school climate	□ Social Skills/Conflict Res. □ Leadership □ Academic (specify) □ Internships/Linked Learning □ 21 <sup>st</sup> Century skills	Students will organize two to three campus events throughout the year Students will also facilitate one to two workshops at a variety of high school conferences in Northern California Students will

					self asses increased leadership skills. • Students will self assess an increase in ability to make healthy decisions
Student Internship	☐ Student Identified ☐ School Identified ●	Increased numbers of students meeting A-G requirements On four year track to high school graduation Narrow the academic achievement gap Eligible for four year college Positive School Climate	Students who are either referred or apply must demonstrate academic excellence in core subjects. Student candidates will go through an academic assessment and interview process. Selected candidates will be train by selected service providers to develop skills to academically tutor lower classmen effectively	☐ Social Skills/Conflict ☐ Leadership ☐ Academic (Math, Engorience & Language Alderships/Linked Leaderships/Linked Leaderships	Res.  • Students will self asses increased leadership skills.
After school share import should be ali including: pa opportunities		ext to foster parent in he after school and r ts, and support scho lebrations, parent-an	nvolvement, connect for regular school day pro- ol goals for family involud- od-child-together activity	ograms. After school fa olvement. A variety of ities, parent leadership	mily engagement efforts activities may be offered, and volunteer
goals of adul	y is a required component family members, connect develop <b>inant.</b> All high sch	them to resources a	and services, and incre	ease their ability to sup	
Type of Activ				urable Outcome A	Alignment with school day amily engagement / family teracy efforts or resources
	Provide information	on Parents of pa	rticipating Parent	ts will volunteer to •	Consistent communication

Family Nights	about student achievement and student success College Readiness	students will be able to receive information regarding student's achievement every marking period through student recognition nights. Parents will also receive information on A-G requirements for college readiness	coordinate different components of events	with parents through Family Resource Center and Parent Liaison  Monthly phone banking Face to face interactions with parents in the morning or after school
Parent Engagement Nights	<ul> <li>Provide information about student achievement and student success</li> <li>College Readiness</li> <li>Promote Positive School Climate</li> </ul>	Parents of participating students will be recruited to participate in informational sessions to offer opportunities to learn about programs.	Parents will participate in information sessions     Parents will self assess a better understanding of the OLOP ASP	Consistent communication with parents through Family Resource Center and Parent Liaison     Monthly phone banking Face to face interactions with parents in the morning or after school
Parent Development Trainings	<ul> <li>Provide information about student achievement and student success</li> <li>College Readiness</li> <li>Accessing &amp; navigating the school</li> <li>Promote Positive School Climate</li> </ul>	The OLOP Parent Liaison will conduct monthly trainings on conflict resolution with their students, gang and drug intervention, how to deal with stress.	<ul> <li>Parents provide positive feedback of effectiveness of trainings</li> <li>Parents continue to come to monthly trainings</li> <li>Parents suggest more skill building workshops</li> </ul>	Consistent communication with parents through Family Resource Center and Parent Liaison     Monthly phone banking Face to face interactions with parents in the morning or after school

#### PARENT LIAISON:

Describe the anticipated duties of the Parent Liaison in your program. Also identify what supports your school site will provide the Parent Liaison, including training and materials.

The One Land One People Skyline High School Youth Center Parent Liaison will work with Skyline administration, students, parents, and service providers to support and engage family with campus culture and environment. The Parent Liaison will provide essential resources through workshops, parent engagement event, conferences, and one on one contacts with family members.

# SECTION 9: Chronic Absence Action Plan

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The

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

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

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

Strategies to Support Attendance	Action Steps
<ul> <li>a) Recruit and address the needs of students who are at risk of chronic absenteeism.</li> </ul>	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Contact parents to schedule meeting Provide one on one support and support parent in obtaining ABI account
<ul> <li>c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.</li> </ul>	
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Sponsor "Pizza Parties" for good attendance
SECTION 10: Coordination with Other Service Provider In the Full Service Community School model, the school be providers come together, and coordinate the	
Indicate which group(s) at your school will your after school leader (site coordinator or agency director) actively participate in, in order to increase alignment between after school and school day efforts.	□ COST team (Coordination of Services Team) □ SST (Student Study Team) □ SSC (School Site Council) □ ELT (Educational Leadership Team) □ PTA □ Attendance Team/Workgroup □ CSSSP (Community School Strategic Site Planning) team

List key community partners whom you will actively **Operation HOPE** collaborate with to accomplish the goals of your program. All the Way Live **College Summit** (including industry and other CBO partners, where youth are doing their internships) **Eastside Arts Alliance BUMP Records Skyline High School** Identify other service providers and support personnel at Family Resource Center School Nurse your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school Alameda County Clinician School Psychologist nurse, parent liaison, etc.) whom you will actively Skyline Administration collaborate with to accomplish the goals of your program. Native American Health Center **SPED Department** Skyline Leadership & All Student Body **Education Academy** Computer Academy Green Academy

### 2012-13 After School Enrollment Policy for Skyline High School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Credit Deficiency	12 <sup>th</sup> and 11 <sup>th</sup> grade students who are not on track to graduate on time without credit recovery class after school	Optional
CAHSEE Prep	12 <sup>th</sup> and 11 <sup>th</sup> grade students who have not passed either the Math or English sections of the CAHSEE	Optional

# Grade levels prioritized for programming: 9th through 12th

Note: The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students.

#### **Additional Notes:**

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

**Enrollment Process and Timeline:** Summarize your enrollment timeline below. Describe ongoing program outreach and recruitment efforts, beginning in Spring 2012.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
March 2012	2012-2013 After school programming will be identified	Site coordinator responsible for collaborative meeting with academic liaison and principal to identify programming
April-May 2012	<ul> <li>Outreaching through electronic board, loud speaker announcements, and automated phone calls home</li> <li>Enrollment will begin to fill 2012-2013 slots</li> </ul>	<ul> <li>Principal in charge of automated calls homes</li> <li>Site coordinator in charge of 1<sup>st</sup> Fridays and outreach effort at site</li> </ul>
July 2012	Acceptance letters will be sent home	<ul> <li>Site coordinator will be in charge of drafting acceptance letter</li> <li>Principal will need to sign off</li> <li>Site coordinator will mail letters home</li> </ul>
August 2012	Parent and student orientation will take place before the start of school	<ul> <li>Site coordinator will organize orientation for parents and student</li> </ul>

### Important dates to include in your timeline:

- May June: Early outreach and recruitment for summer program and 2012-13 school year program.
- August September: New school year enrollment of students for remaining program slots.
- After school programs begin on 1<sup>st</sup> Day of school.
- Parents are notified about their student's participation in program at beginning of school year (specify date).
- All programs must maintain waitlists after program slots are filled.

### **School Support for Program Recruitment**

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

Majority of after school events throughout 2012-13 will be in partnership with school and after school programming. Outreach will be done through lunch time events at the beginning of each month. Robocall's can also be utilize if necessary to outreach to more students. Morning announcements can also be conducted if necessary. Info board in the main building will also be utilize to inform public of programming and future events.

	1 (1)	
Principal Signature:	for E for	Lead Agency Signature:

# 2012-13 Assurances for Grant Compliance and After School Alignment with School Day

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

Principal initials र	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
MITS		Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
UT /TO		Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
UT /TJ	20	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
17/15		Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
UT   TJ	8	Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
vr/15		Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
UT/15		Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
17/15	20	Site will coordinate the use of facilities and site level resources in support of program goals.
17/15	R	Site will provide Site Coordinator with office space that includes access to internet and phone.

1 wy & flat

Principal Signature:

Lead Agency Signature:

# After School Safety and Emergency Planning for 2012-13

# AFTER SCHOOL BUDGET PLANNING SPREADSHEET HIGH SCHOOLS 03:2012

Site Name: Site #:	Skyline High School			LC Core		21CCLC I	Access		21CCLC Family Resource 4124, P	The same	Program Fees (if applicable)		Other Lead Agency Funds
	of students to be served daily (ADA):	%	Resource 4214, P	ead Agency	%		ead Agency	%		ead Agency	Lead Agency		Lead Agency
/worage #	TOTAL GRANT AWARD	70	\$250,00	THE REAL PROPERTY.	70	\$25,00	-	-70	\$20,000	and the same of	\$0	\$0	\$0
	COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL,		4200,00			420,00			\$20,000			**	
SUPPLIES		-											
	OUSD Indirect (4.25%) OUSD ASPO admin, evaluation, and training/technical	100	\$10,192			\$1,019			\$815				
H.ore	assistance costs		\$15,688			\$1,569			\$1,255				
	Custodial Staffing	- 2	\$8,225			\$823		H	\$658				
	Custodial Supplies		\$1,121			\$112			\$90				
	TOTAL SITE ALLOCATION		\$214,77	4		\$21,47	7		\$17,182				
CERTIFICA	ATED PERSONNEL												
1120	Academic Liaison REQUIRED		\$4,000			\$0			\$0			\$0	
1120	Certificated Teacher Extended Contracts		\$0			\$0			\$0			\$0	
1120	Student Enterprise Internship Coordinator	1	\$32,905										
1120	Art Instructor		\$17,218		4							\$0	
	Total certificated		\$54,123			\$0			\$0			\$0	
CLASSIFIE	ED PERSONNEL												
2220	SSO		\$9,500									\$0	
	Total classified	550	\$9,500	\$0		\$0	\$0		\$0	\$0		\$0	\$0
BENEFITS													
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$13,330										
3000's	Employee Benefits for Salaried Employees (40%)				11.3								
3000's	Lead Agency benefits (rate: 25 %)	1 1 1		\$8,840	11.5		\$2,000			\$1,530			
	Total benefits	- 1	\$13,330	\$8,840		\$0	\$2,000		\$0	\$1,530		\$0	\$0
BOOKS A	ND SUPPLIES												
4310	Supplies (OUSD only, except for Summer Supplemental)											\$0	\$0
4310	Curriculum (OUSD only)											\$0	
5829	Field Trips			\$3,000			\$0			\$0		\$0	
4420	Equipment (OUSD only)			0.000	i i							\$0	
V					4 4			31.4					
	Total books and supplies		\$0	\$3,000		\$0	\$0		\$0	\$0		\$0	\$0
CONTRAC	TED SERVICES												
5825	Site Coordinator (list here if CBO staff)			\$24,639			\$14,861						\$19,370
5825	Parent Liaison (\$25hr x 4hrs/day x 180 days)			\$0			\$3,395			\$14,605			\$18,000

#### 2012-2013 High School After School Program Budget

5825	Work/Internship Readiness Coordinator (\$17hrx5hrs/dayx180days)			\$15,300							,		\$4,700
5825	ASP Program Assistant (\$17hr x 5hrs/day x 180 days)			\$15,300									\$4,700
5825	Youth Internship Stipends			\$35,000									\$4,700
5825	Art & Health Enrichment Break Dancing Program Instructor/Mentor \$50hr x 2hrs/day x 34 days			\$3,400									
5825	Art Enrichment Graffiti Program Instructor/Mentor \$50hr x 2hrs/day x 34 days			\$3,400									
5825	Recording Engineering & Production Instructor \$50hr : 2hrs/day x 34 days	×		\$3,400									
5825	East Bay Consortium College Advisor Counselor \$16.44hr x 4hrs/day x 76 days			\$5,000									
5825	East Bay Consoritum Academic Tutoring Program 4 to 6 college tutors x 2hrs/day x 148 days			\$5,000									
5825	Enrichment Activity- Four Drivers Education Sessions 25 students x \$15 per student	x		\$1,500									
5825	Programming Supplies			\$3,900						\$474			
5825	Outreach Events			\$2,144	1		\$157						
5825	Childcare			\$838			\$348						
	Total services		\$0	\$118,821		\$0	\$18,761		\$0	\$15,079	\$0	\$0	\$51,470
IN-KIND D	IRECT SERVICES												
		100										\$0	\$0
												\$0	
	1-												
-													
	Total value of in-kind direct services										\$0	\$0	\$0
LEAD AG	SENCY ADMINISTRATIVE COSTS												
	Lead Agency admin (4% max of total contracted \$)			\$7,160			\$716			\$573			\$0
SUBTOTA	ALS												
	Subtotals DIRECT SERVICE	85	\$81,839	\$130,661	65	\$489	\$20,761	85	\$391	\$16,609	\$0	\$0	\$51,470
	Subtotals Admin/Indirect	15	\$30,340	\$7,160	7.5	\$3,034	\$716	15	\$2,427	\$573	\$0		\$0
TOTALS													
	Total budgeted per column		\$112,179	\$137,821		\$3,523	\$21,477		\$2,818	\$17,182	\$0	\$0	\$51,470
	Total BUDGETED	100	\$250,0	000	100	\$25,00	0	100	\$20,00	0	\$0	\$0	\$51,470
	BALANCE remaining to allocate	(† 1. <sub>5</sub> . 8)	\$0			\$0			\$0				

Required Sign	atures for Budget Approval:	
Principal:	The Property	
Lead Agency:		7/25/12

# Exhibit C OAKLAND UNIFIED SCHOOL DISTRICT 21 CENTURY ASSETS HIGH SCHOOL AFTER SCHOOL PROGRAMS

# PARENT PERMISSION AND STUDENT INFORMATION I give my child permission to participate in the 2012-13 \_\_\_\_\_After School Program. Name of School: Grade Date of Birth Student's Name Today's Date Parent/Guardian Name (Please print) Signature Home Address Zip City Home Phone Work Phone Cell Phone EMERGENCY CONTACT INFORMATION In case of emergency please contact: Phone: work/home/cell Relationship Name Does your child have health coverage? Yes No Name of Medical Insurance Policy/ Insurance # Primary Insured's Name Medical History that may be of importance Medication Student is taking List any Allergies Name of Child's Doctor Telephone I authorize After School Program Staff to furnish and/or obtain emergency medical treatment which may be necessary for my child during the After School Program. Parent/Guardian Name Date Signature

RELEASE OF	LIABILITY
I understand the nature of the after school programment that the Oakland Unified School District is not respective or property as a result of participation in the discharge the Oakland Unified School District and if from any and all claims for injury, illness, death, loss activities.	ponsible for loss, damage, illness, or injury to e after school program. I hereby release and ts officers, employees, agents, and volunteers
Parent/Guardian Signature:	Date
STUDENT	RELEASE
As parent/guardian, I understand that the After Scholand will end by $\underline{6:00 \text{ p.m.}}$	ool Program will begin immediately after school is ou
I give the After School Program staff permission to rele supervision. I understand that my high school-age child we released on his/her own.	
I understand that my high school-age child may sign hi be released prior to 6:00 pm.	mself/herself out from the After School program and
As parent/guardian, I hereby release and discharge the employees, agents and volunteers from all claims for in child's release from the After School Program without	njury, illness, death, loss or damage as a result of m
Parent/Guardian Signature:	Date
PERMISSION TO EVALUATE PROGRAM	AS AND TRACK STUDENT PROGRESS
I give permission for the After School Program Staff to cards and other performance indices), for the purpose of the academic effectiveness of the After School Enrichm Program staff to monitor my student's progress and to repurpose of determining program effectiveness.	providing targeted academic instruction and assessing ent Program. I also give permission for After School
✓ Parent/Guardian Signature:	Date

PHOTO/VIDEO RELEASE			
During your child's attendance in the After School Program, s/l photographed or videotaped; these photographs/video recordin			
My childmaymay not be photographed/videotaped by to purposes.	the After School program for promotional		
I authorize the OUSD or any third party it has approved to ph School program activities and to edit or use any photographs or understand that I and my child shall have no legal right or inter economic interest. I also agree to release and hold harmless th from and against all claims, demands, damages, and liabilities ar	recordings at the sole discretion of OUSD. I rest arising from the recording, including ne OUSD and any third party it has approved		
✓Parent/Guardian Signature:	Date		

# Exhibit D

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

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

**Contact Information:** 

Site Name	306/Skyline High Scho	Name	Youth Together
Name of Contact Person		Email	
Telephone		Fax	
The following Fiel Program will occu		and Off Site Activities fo	or the After School
☐ Spring Sem	er – 8/27/12 to 1/25/13 ester – 1/28/13 to 6/13/1 ogram (Specify dates:	3 to	
Name of Field Ti and/or Off S	rip, Off Site Event, Site Activities	Date(s)	Time(s)
· · · · · · · · · · · · · · · · · · ·			1
-100		7	
Site Coordinator S	ignature		Date
Lead Agency Direct	ctor Signature		Date
Site Administrator	Signature	3000	Date

#### EAST BAY REGIONAL PARK DISTRICT

# WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name (Print)	
Name of Custodial Parent or Guardian (if Participal	nt is under 18):(Print)
Signature:  Fadicipant Signature (if over 18) or Costodial Pare	Date:
Lawrendown arthusana si risku col m. monoroum i sus	EBRPO Wever - Iwan Usi

Ser. 1/09



# INVOICING AND STAFF QUALIFICATIONS FORM 2012-13

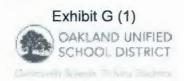
## **Basic Directions**

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			
Agency Name	Youth Together	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 2012-2013

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

- ◆ All 21<sup>st</sup> 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 495 Jones Avenue, in the Brookfield Annex.
- All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please <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 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally <u>due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> is a Sunday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.</u>

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

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

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



# PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS OUSD CERTIFICATED TEACHERS 2012-2013

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

## Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- ♦ Have Employee sign Extended Contract & ALL Time Sheets
- ♦ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- ♦ Please use only ONE SIDED Time Sheets
- ◆ Deliver to Oakland SUCCESS After School Programs Office All 21<sup>st</sup> Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ♦ Union Contract rate for teachers is \$23.16/hr.
- ♦ Union Contract rate for Academic Liaisons is \$30.12/hr.
- Once the Paid Inserivce form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid Inservice/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***		
September 30, 2012	October 14, 2012		
October 31, 2012	November 15, 2012		
November 30, 2012	December 15, 2012		
December 16, 2012	January 13, 2013		
January 31, 2013	February 15, 2013		
February 29, 2013	March 15, 2013		
March 30, 2013	April 13, 2013		
April 30, 2013	May 15, 2013		
May 31, 2013	June 15, 2013		
June 15, 2013	July 5, 2013		

If there are any questions regarding these documents or procedures, please contact our office at (510) 568-1022.



# PROCEDURES FOR EXTENDED TIME AND/OR OVERTIME FORMS (ET/OT) FOR OUSD CLASSIFIED EMPLOYEES 2012-2013

The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing 21<sup>st</sup> Century and/or ASES funding:

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

- ♦ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ♦ Have Employee Sign Form
- ♦ Have Site Coordinator Sign Form
- ♦ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ♦ All SSO ET/OT forms must be submitted to Mynette Theard in the SSO Office at 1011 Union St.
- ♦ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 495 Jones Avenue, in the Brookfield Annex.
- · 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, 2012	September 30, 2012		
September 30, 2012	October 14, 2012		
October 14, 2012	October 31, 2012		
October 31, 2012	November 15, 2012		
November 15, 2012	November 30, 2012		
November 30, 2012	December 15, 2012		
December 15, 2012	December 30, 2012		
December 30, 2012	January 13, 2013		
January 13, 2013	January 31, 2013		
January 31, 2013	February 15, 2013		
February 15, 2013	February 29, 2013		
February 29, 2013	March 15, 2013		
March 15, 2013	March 30, 2013		
March 30, 2013	April 13, 2013		
April 13, 2013	April 30, 2013		
April 30, 2013	May 15, 2013		
May 15, 2013	May 31, 2013		
May 31, 2013	June 15, 2013		
June 15, 2013	June 29, 2013		

If there are any questions regarding these documents and procedures, please contact our office at (510) 568-1022.

# Exhibit H

# CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

# **INSERT HERE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2012

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

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

PRODUCER	CONTACT Katherine Berkman	
Calender-Robinson Company, Inc.	PHONE (415) 978-3800 FAX (A/C, No): (415) 978-3	3825
FB0267063	E-MAIL ADDRESS: kberkman@calrob.com	
300 Montgomery St., Suite 888	INSURER(S) AFFORDING COVERAGE	NAIC #
San Francisco CA 94104	INSURER A :Nonprofits' Ins. Alliance of CA	
INSURED	INSURER B:	
Youth Together, Inc.	INSURER C:	
449 - 15th Street #402	INSURER D :	
	INSURER E :	
Oakland CA 94612	INSURER F:	

COVERAGES

#### CERTIFICATE NUMBER:CL1210107867

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

INSR	TYPE OF INSURANCE	ADDL SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
A	CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:	x	2012-14283-NPO		10/1/2013	EACH OCCURRENCE   \$ 1,000,000	00
A	X POLICY PROJECT LOC  AUTOMOBILE LIABILITY  ANY AUTO  AUTOS  X HIRED AUTOS  X HIRED AUTOS  X LOC  PROJECT LOC  SCHEDULED AUTOS  NON-OWNED AUTOS  AUTOS		2012-14283-NPO	10/1/2012	10/1/2013	\$ COMBINED SINGLE LIMIT \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	00
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EACH OCCURRENCE \$  AGGREGATE \$  WC STATU- TORY LIMITS ER	
	ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L DISEASE - EA EMPLOYEE \$  E.L DISEASE - POLICY LIMIT \$	
A	Sexual Misconduct Liability		2012-14283-NPO	10/1/2012	10/1/2013	Each claim \$ 250,00 Policy aggregate \$ 250,00	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 1025 - 2nd Avenue Oakland, CA 94606

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

INS025 (201005).01

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Named Insured: Youth Together, Inc.

Policy:

2012-14283-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

WHO IS AN INSURED (Section II) 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:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

# Exhibit I STATEMENT OF QUALIFICATIONS

# **INSERT HERE**



# **About Us**

In 1996 Youth Together was formed by youth, community members, parents and school officials in Oakland, Berkeley, and Richmond, California concerned about inter-racial violence and inadequate school conditions.

Because of the organization's youth leadership programming, student centers, and campaigns, six local high schools are developing positive, long-term solutions to fight social, political, community, and educational inequities in their lives, serving as a model for empowering change in other communities.

Community members were inspired to form Youth Together in 1994 in response to inter-racial conflicts in schools. Since that time, young people in Youth Together have fought for, won, and continued to struggle for a new vision of their schools and communities.

Youth Together utilizes four main programs to meet our mission:

- 1. Youth Together Student Teams: Youth Together operates student organizing clubs on six school campuses to develop student leadership skills, multiracial solidarity, and to improve school conditions.
- 2. <u>School-Based One Land, One People Youth Centers/Collaboratives:</u> Youth Together operates multi-service collaboratives and youth centers on high school campuses.
- 3. <u>Community-Based Youth Centers/Collaboratives:</u> Youth Together advocates and organizes for community based multi-service collaboratives and centers and partners with local officials to design, plan, and develop these centers.
- 4. <u>Regional Programming:</u> Youth Together provides regional programming to core youth leaders and is the lead member of the ODB network, a regional network of youth-serving organizations working to improve a variety of issues which impact the areas' young people.

## Mission

Grounded in our commitment to peace, unity and justice, the mission of Youth Together is to address the root causes of educational inequities by developing multiracial youth leaders and engaging school community allies to promote positive school change.

# Youth Together

449 15th Street #402 :: Oakland, California 94612 :: Phone: (510) 645-9209 :: Fax: (510) 663-2578

## Skyline High School One Land One People Youth Center

After-School Programming 2012-2013

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	#
Skyline Theatre Program 3:20-6:00pm Auditorium	Skyline Theatre Program 3:20-6:00pm Auditorium	Skyline Theatre Program 3:20-6:00pm Auditorium	Skyline Theatre Program 3:20-6:00pm Auditorium	Skyline Theatre Program 3:20-6:00pm Auditorium		30
Theatre Workshop 3:05-6:00pm Auditorium	Theatre Workshop 3:05-6:00pm Auditorium		Theatre Workshop 3:05-6:00pm Auditorium			10
	Marching Band 3:05-6:00pm M-3		Marching Band 3:05-6:00pm M-3			35
	Cyber High 3:05-4:35pm Rm. 69		Cyber High 3:05-4:35pm Rm. 69			20
Academic Tutoring 3:00-6:00pm Portable O	Academic Tutoring 3:00-6:00pm Portable O	Academic Tutoring 3:20-6:00pm Portable O	Academic Tutoring 3:00-6:00pm Portable O			30
Athletic Academic Tutoring 3:05-4:05 TBD	Athletic Academic Tutoring 3:05-4:05 TBD	Athletic Academic Tutoring 3:05-4:05 TBD	Athletic Academic Tutoring 3:05-4:05 TBD			20
Polynesian Tutoring 3:05-5:05pm Portable M	Polynesian Tutoring 3:05-5:05pm Portable M		Polynesian Tutoring 3:05-5:05pm Portable M	Mentorship/Collaborative 3:05-5:05pm Youth Center		20
Bright Sky Learning 3:05-5:00pm PortableT		Bright Sky Learning 3:05-5:00pm Portable T				10
Peer Tutoring Internship 3:20-6:00pm Portable O	Peer Tutoring Internship 3:20-6:00pm Portable O	Peer Tutoring Internship 3:20-6:00pm Portable O	Peer Tutoring Internship 3:20-6:00pm Portable O	Mentorship/Collaborative 3:05-5:05pm Youth Center		5
Music Production 3:20-6:00pm Rm 43	Music Production 3:20-6:00pm Rm 43	Music Production 3:20-6:00pm Rm 43	Music Production 3:20-6:00pm Rm 43	Mentorship/Collaborative 3:05-5:05pm Youth Center		10
	All the Way Live Break Dancing 3:20-6:00pm Portable N		All the Way Live Break Dancing 3:20-6:00pm Portable N	Mentorship/Collaborative 3:05-5:05pm Youth Center		15
Driver's Education 3:20-4:30pm Rm. 42		Driver's Education 3:20-4:30pm Rm 42				20
	Graffiti Arts 3:05-5:05pm Pertable T		Graffiti Arts 3:05-5:05pm Portable T	Mentorship/Collaborative 3:05-5:05pm Youth Center		10
Youth Action Team 3:30-6:00pm Portable O		Youth Action Team 3:30-5:00pm Portable O		Mentorship/Collaborative 3:05-5:05pm Youth Center		10
Youth Together 3:30-6:00pm Partable T				Mentorship/Collaborative 3:05-5:05pm Youth Center		5
	Parent Engagement Course 6:00-9:00pm			Mentorship/Collaborative 3:05-5:05pm Youth Center		
					TBD Portable S	20

Where schools often are unable to support all students, the One Land One People (OLOP) Youth Center and Collaborative exists to create a caring community in which all students have equal opportunities to develop their personal visions. Through community collaboration and in partnership between youth and adult allies, the OLOP Youth Center provides services and engages in advocacy efforts so that students may improve their physical and mental health, as well as strengthen their academic, social and leadership skills. The OLOP Youth Center is committed to and promotes an environment that fosters peace, unity and justice. Students will empower each other to improve their school.

Please contact the Youth Center in Portable O for further information regarding after school programming

**EPLS** 

**Excluded Parties List System** 

Search Results Excluded By Firm, Entity, or Vessel : Youth Together as of 04-Oct-2012 3:19 PM EDT

Your search returned no results.



# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

## **Basic Directions**

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

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

		Age	ncy Information	
Agency Name	Youth T	ogether	Agency's Contact Person	Akua Jackson
Street Address	ress 449 - 15th Street #302 Title	Title	Executive Director	
City	Oakland		Telephone	(510) 531-5920
State	CA	Zip Code 94612	Code 94612 Email ajackson@@you	
OUSD Vendor N	umber	1025567		
Attachments	■State ■Progr	of general liability and workers' ment of qualifications ram Planning Tool and Budget out showing this vendor does no		arties List. (www.epls.gov/epls/search.do)

	Co	mpensa	ation and Terms – Mi	ust be within OU	SD Billing G	uidelines		
Anticipated Start Date	07/01/2012		Date work will end	08/31/2013	Total Contract Amount Grant: \$ 176,480		\$176,480.00	
			Budget	Information				
Resource #	Resource Name		Org Ke	y #	Object Code	Amount Req. #		Req. #
4124	21st CCLC		3061859401		5825	\$137,821.00	00 R0305524	
4124	21st CCLC		3061861401		5825	\$21,477.00		
4124	21st CCLC		3061860401		5825	\$17,182.00	R0304975	
					5825	\$		
			OUSD Contract C	Originator Informa	ation			
Name of OUSD Contact			Troy Johnston	Email	Т	roy.Johnston @ousd.k12.		ousd.k12.ca.us
Telephone (5			(510) 879-3060 Fax		(510) 879-3069			
Site/Dept. Name 306		306/Skyline High School		After School Pr Enrollment Gra		9th	through	12th
			Approval and Routing	(in order of appro	oval steps)			
services were not provi	ded before a P	O was iss	fully approved and a Purch ued. vendor does not appear					
Please sign under the appropriate column.				Apptoved	Denied – Reason		1	Date
1. Site Administrator				PANS				7/25/12
2. Oakland After Sch	ool Programs	Office	Chistia V	Man	20			8/14/12
3. Network or Execut	tive Officer		alison	- Mulma	W			8-15-12
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)  Maria Dantes								10-7-12
5. Board of Education or Superintendent								10/12/12
Procurement I	Date Received							1