

Board Office Use: Legislative File Info.	
File ID Number	11-2941
Introduction Date	1-11-12
Enactment Number	12-0023
Enactment Date	1-11-12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: The 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) 1-11-12

Subject: Memorandum of Understanding Amendment - 1
YOUTH TOGETHER OAKLAND CA (contractor, City State)
Castlemont Freshman Prep Academy (site/department)

Action Requested Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and YOUTH TOGETHER. Services to be primarily provided to Castlemont Freshman Prep Academy for the period of July 1, 2011 through June 30, 2012.

Background
A one paragraph explanation of why an amendment is needed.

The general purpose of the 21st Century Community Learning Center (21st CCLC) program is to establish or expand community learning center 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 21stCCLC High School ASSETs program as (1) creating incentives for establishing locally drive after school enrichment programs that partner school 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 amended scope of work.

Approval by the Board of Educational of Amendment No. 1 of an MOU between the Oakland Unified School District and Youth Together, Oakland, CA, for the latter to provide services as lead agency by providing program coordination, math intervention, homework support, student supervision, and variety of enrichment services for the Castlemont Freshman Prep Academy 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, 2011 through June 30, 2012 at an amended amount not to exceed \$13,400.00 and at an amended total not to exceed \$124,058.00.

Recommendation Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and YOUTH TOGETHER. Services to be primarily provided to Castlemont Freshman Prep Academy for the period of July 1, 2011 through June 30, 2012.

Fiscal Impact Funding resource name (please spell out) 21st Century Grant not to exceed \$ 13,400.00

Attachments

- MOU Amendment
- Copy of original MOU

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING**

The Oakland Unified School District (OUSD) and YOUTH TOGETHER (Agency) entered into a Memorandum of Understanding (MOU) on 08/25/2011. The parties agree to amend that Agreement as follows:

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

Agency agrees to provide the following amended services:

SEE ATTACHED SCOPE OF WORK.

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

3. **Compensation:** The compensation is unchanged. The compensation has changed.
If the compensation is changed: The MOU price is amended by:
 Increase of \$ 13,400.00 to original MOU amount – Funding Source: 21st Century Grant
 Decrease of \$ _____ to original MOU amount– Funding Source: _____

The New Cumulative Amount of ISA(s) is not to exceed: One Hundred Twenty-four Thousand, Fifty-eight dollars (\$ 124,058.00).

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Superintendent

[Signature]
 Secretary, Board of Education

1/12/12
 Date

1/12/12
 Date

AGENCY

[Signature] 12/5/11
 Contractor Signature Date

Akua C. Jackson, Executive Director
 Print Name, Title

**SCOPE OF WORK FOR:
AMENDMENT NO. 1 OF MOU FOR YOUTH TOGETHER**

Contracted services will provide *academic support* for students, families, and teachers at the Castlemont Freshman Prep Academy. The services provided will include:

- **College aged academic tutors working both 1on1, and in small groups with students**
- **College aged tutors providing support for teachers on extended contract in remediation of core curriculum**
- **Coordination and implementation of regular communication to parents about student progress reports in specific subjects**

Contracted services will provide additional enrichment activities. The additional enrichment activities will include a culinary arts class to teach students the fundamentals of cooking and the culinary field. The program will also include a self defense program gear to teach students ways of avoiding conflict and self discipline.

Additional activities will also include fieldtrips connected to the academic tutoring programs to incentivize students' participation, as well as additional fieldtrips for existing programs. The funds will also be utilized to provide additional incentives for students participation in the after school program and for increasing attendance and academic proficiency.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2011

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 Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman	
	PHONE (A/C No. Ext): (415) 978-3800	FAX (A/C No.): (415) 978-3825
	E-MAIL ADDRESS: kberkman@calrob.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nonprofits' Ins. Alliance of CA	
	INSURER B: Southern Insurance Company	
	INSURER C: QBE Insurance Corporation	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1191606069 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2011-14283-NPO	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			2011-14283-NPO	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea acc. dent) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WSI0030728-03	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Accident Policy			MHH010307	10/1/2011	10/1/2012	Accidental Death \$ 50,000 Excess Medical Expense \$ 25,000

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 Oakland Unified School District FBO Youth Empowerment School 495 Jones Avenue Brookfield Annex Oakland, CA 94603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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MEMORANDUM OF UNDERSTANDING 2011-1012

AMENDMENT ROUTING FORM

Basic Directions

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

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

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

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

Agency Information

Agency Name	YOUTH TOGETHER		Agency's Contact Person	AKUA JACKSON	
Street Address	449 - 15TH STREET, #302 402		Title	EXECUTIVE DIRECTOR	
City	OAKLAND	State	CA	Telephone	(510) 531-5920
Zip Code	94612	OUSD Vendor Number	1025567	Email	ajackson@youthtogether.net

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

Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	\$ 110,658.00	Original PO Number	P1201474
Amended MOU Amount	\$ 13,400.00	New Requisition Number	R0202138
New Total MOU Amount	\$ 124,058.00		

Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount
4124	21st Century Grant	3441850401	5825	\$13,400.00
			5825	
			5825	
			5825	

OUSD Contract Originator Information

Name of OUSD Contact	MATTHEW DUFFY, NEXO	Email	Matthew.Duffy @ousd.k12.ca.us
Telephone	336-7505	Fax	482-6782
Site/Dept. Name	Castlemont Freshman Prep Academy		

Approval and Routing (in order of approval steps)

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			12/19/11
2. Resource Manager, if applicable			12/9/11
3. Network or Regional Executive Officer			12/9/11
4. Cabinet (Deputy Superintendent)			12-12-11
5. Superintendent or Board of Education			
Legal – <i>Required if not standard MOU Amendment</i>			
Procurement	Date Received		

Board Office Use: Legislative File Info.	
File ID Number	11-2059
Introduction Date	8-24-11
Enactment Number	11-1533
Enactment Date	8-24-11 <i>MS</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *MS*
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement)

August 24, 2011

Subject Memorandum of Understanding - Youth Together (contractor) - 344/Youth Empowerment 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 Youth Empowerment High School for the period of July 1, 2011 through June 30, 2012.

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

The general purpose of the 21st Century Community Learning Center (21st 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 21st 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 Oakland Unified School 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 Youth Empowerment 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, 2011 through June 30, 2012, in an amount not to exceed \$110,658.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Youth Together. Services to be primarily provided to 344/Youth Empowerment High School for the period of July 1, 2011 through June 30, 2012.

Fiscal Impact Funding resource name (please spell out) 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant:
\$85,680.00 - Core, \$8,117.00 Equitable Access, and \$16,861.00 Family Literacy funding for a total amount not to exceed \$110,658.00.

Attachments

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

Memorandum of Understanding 2011-2012
Between Oakland Unified School District and Youth Together

1. **Intent** This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to contract with the Youth Together (hereinafter "AGENCY") to serve as the lead agency to provide after-school educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at Youth Empowerment School under the following federal, state, and local grants:
 - 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, 2011 to June 30, 2012 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 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 Youth Empowerment School is \$110,658.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
 - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.

 - 4.2. **Positive Attendance** Payment for services rendered related to the 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 ASSETS 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 2011-2012")
 - 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.** AGENCY understands and agrees that the reconciliation process for positive attendance based grants will include OUSD's withholding of administrative charges, as outlined in section 4.3, from any grant amounts earned through attendance.
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold a 13% administrative fee from the 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant.
- 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 ASSETS Core Grant, Family Literacy, and Direct Access grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASSETS Core, Family Literacy, and Direct Access grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 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 2011-2012 and will not exceed \$110,658.00 in accordance with Exhibit B. Exhibit B ("21st Century ASSETS Planning Tool/Comprehensive After School Program Budget for AGENCY 2011-12").
- 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 NAME, shall in no way lessen the liability of AGENCY NAME to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees.** The intent of the ASESP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating because of 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 Youth Empowerment School, and will be responsible for operations and management of the ASSETS Core Grant, Family Literacy, and Direct Access grants contracted to AGENCY by OUSD for fiscal year 2011-2012. 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 programs, and ensures that school site objectives are met.

5.1.1. Alignment with Single Plan for Student Achievement (SPSA). AGENCY will ensure that the after school program aligns with OUSD and Youth Empowerment School and objectives to ensure the success of students as articulated in the School's Single Plan for Student Achievement (SPSA). 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 facilitating collaboration with other service providers. AGENCY NAME must ensure compliance with 21st Century ASSETS Core Grant, 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 Youth Empowerment 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 2011 – 2012 school year.

5.4.2.1. Attendance Targets. AGENCY will operate the program for a sufficient number of days during the 2011 – 2012 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 2011-12 school year for staff professional development, as permitted by Education Code.

5.4.3. Program Components

5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at Youth Empowerment High School. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the 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 Youth Empowerment 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 Youth Empowerment School 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.** AGENCY agrees that the staff to youth ratio will 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. These reports include, but are not limited to:

5.5.1. **Accountability Reports.** AGENCY shall provide OUSD with the following set of program accountability reports:

Youth Together Youth Empowerment
High School After School MOU 2011-2012, page 4 of 27

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

5.5.2. Attendance Reports. AGENCY shall provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintain required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports.

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

5.6. Maintain Clean, Safe and Secure Environment. AGENCY shall maintain 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 shall participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvements, and general troubleshooting.

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

- Administration, faculty, and staff of Youth Empowerment
- 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 MOU.

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

- AGENCY will 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 (**Exhibit D**)
- AGENCY hereby certifies that after school 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

Youth Together -Youth Empowerment

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

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

6.6. Supervision

6.6.1. AGENCY Executive Director must review and approve supervision plan.

6.6.2. Trip as structured is appropriate to age, grade level and course of study.

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school 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 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 participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School 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 program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

6.8. 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 made available 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/guardians 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

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sponsored after school 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 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 Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

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

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

7. Financial Records. AGENCY understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2011-2012. 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 21st Century ASSETS, Direct Access, and Family Literacy 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 21st Century ASSETS Core Grant, Direct Access, or Family Literacy funds.

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

8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G). For services rendered related to the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21 Century ASSETS Core Grant, Direct Access, and Family Literacy grants, with a cumulative total for 2011-12 not to exceed \$110,658.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the Oakland SUCCESS 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 established deadlines in this section of the MOU and invoices are submitted in accordance with the requirements set forth herein.

8.5. Submission of Invoices for 21st Century ASSETS Grants. For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21ST Century ASSETS grant, with a cumulative total for 2011-12 not to exceed \$110,658.00 in accordance with the attached Exhibits to this MOU. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements as set forth in this section and the accompanying Exhibits.

9. Ownership of Documents. Pursuant to California law, AGENCY will maintain program and fiscal documentation 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

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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 2011-12 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 NAME will adhere to the following staff requirements for each AGENCY NAME agent, including employees, staff of subcontracting agencies, and volunteers. AGENCY NAME 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. Background Check.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY will not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY will 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.
- 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: an AA degree; or completion of 48 semester units in college; or 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 Agreement, and in the event of change in either private interest or services under this Agreement, 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 No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, AGENCY, or subcontractors are to use drugs on these sites

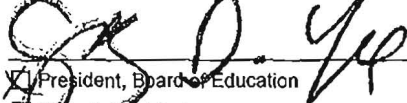
Youth Together Youth Empowerment

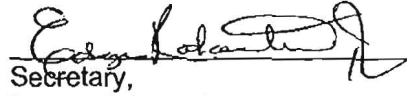
- 11.6. Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, 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 preceding paragraph.
- 13. Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
- 13.1. Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- 13.2. Workers' Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.
- The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. Exhibit H ("Certificates of Insurance").
- 14. Litigation.** {This section is intentionally deleted by the parties}.
- 15. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

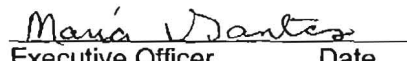
16. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.


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

OAKLAND UNIFIED SCHOOL DISTRICT

 8/25/11
Date
 President, Board of Education
 State Administrator
 Superintendent

 8/25/11
Date
Secretary,
Board of Education

 8-3-11
Date
Executive Officer
Complementary Learning

 7/29/11
Date
Principal

 7/29/11
Date
Network Executive Officer

AGENCY


 7/29/11
Date
Agency Director Signature

Akua C. Jackson Executive Director
Print Name, Title

Attachments:

- Exhibit A.** Attendance Reporting Schedule
- Exhibit B.** Planning Tool/Comprehensive After School Program Budget
- Exhibit C.** Enrollment Packet, including Early Release Waiver
- Exhibit D.** List of Anticipated Field Trips, Off Site Events and Off Site Activities
- Exhibit E.** Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
- Exhibit F.** Invoicing and Staff Qualifications Form
- Exhibit G.** Fiscal Procedures and Policies
- Exhibit H.** Certificates of Insurance

MOU template approved by Legal April 2011.


OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
1025 - 2nd AVENUE - ROOM 406
OAKLAND, CA 94606

File ID Number: 11-2059
Introduction Date: 8-24-11
Enactment Number: 11-1533
Enactment Date: 8-24-11
Rv: AK

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 – August 30, 2011	September 6, 2011
September 1-30, 2011	October 3, 2011
October 1-30, 2011	November 7, 2011
November 1-30, 2011	December 5, 2011
December 1-31, 2011	January 2, 2012
January 1-31, 2012	February 6, 2012
February 1-28, 2012	March 5, 2012
March 1-31, 2012	April 2, 2012
April 1-30, 2012	May 7, 2012
May 1-31, 2012	June 4, 2012
June 1-30, 2012	June 30, 2012

OUSD Strategic Questions: After School Outcomes/Impact

With the new OUSD Strategic Plan, all partners will be expected to align with the district's four key outcomes for students. Please work collaboratively with school leadership to complete the table below with specific information about how your after school program will support one or more of the desired outcomes listed below.

School: Youth Empowerment School Lead Agency Partner: Youth Together Inc.

Strategic Questions & Desired Outcomes	Activities: What after school program activities will support the desired outcomes?	Metrics: How will the program measure its efforts to support the desired outcomes?
<p>High School Graduation: How many more Oakland children are graduating from high school?</p>	<ul style="list-style-type: none"> • Academic tutoring for FBB, BB, & Basic students who have been identified through school administration • Advance Placement Tutoring by course instructors at least once a week to provide extra support on subject content • Project-based learning and skill-building enrichment for all program participants to keep them engaged in school and learning • Monthly parent education workshops that provide strategies for parent involvement in their child's education through a nine week course convening at least once a week for three to four hours in the evening • Monthly collaborative meetings between lead agency and school leadership to co-develop after school programming that is aligned with the regular school day program and supports school goals for student achievement • Regular monitoring of academic performance of program participants by Academic Liaison; development of targeted academic support activities to support student skill-building. 	<ul style="list-style-type: none"> • 90% will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys • 95% of students will report on increased knowledge of steps and requirements to achieve high school graduation; 95% of students will indicate that they have aspirations for high school graduation • 90% of families will report in year-end surveys that they have increased understanding of how to support their child's learning and progress toward high school graduation
<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>		

Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?		
Health Services: How many more Oakland children have access to, and use, the health services they need?		

Narrative for Board Memo: (please complete all highlighted sections)

The After School Lead Agency, Youth Together, will provide daily, comprehensive after school services during the 2011-12 school year at Youth Empowerment School. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the after school program, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

High School Graduation: Through academic tutoring, targeted students will consistently work with peer tutors in core subjects such as English, Math, and Science. Participants will be provided with a structure to support students throughout the academic school year to achieve individual success. If participants should demonstrate additional learning needs or special requirements, after school program staff along with the programs academic liaison will work collaboratively with appropriate school personnel to address the need. Participants who are not connected to trio or college access organizations will be referred to relevant programs to increase college going culture.

Increase School Day Attendance: Participating students who do not attend programming will be contacted after two to three missed days by program coordinators and tutors. Bi-Weekly progress report cards will also provide information on attendance by course instructor. Parents will be contacted after prolonged absence by parent Liaison to bring issue to parents/guardians attention. Parents will be engaged in working to address attendance concerns and support/referrals will be provided as needed

Job Skills/Career readiness: Enrichment programs will be structured to develop concrete skills in specific career paths. Students will be paired with professionals in the field to be exposed to the complexities of the specific career path.

Access to Health Services: Through partnerships integration into school based COST team, students in need of medical or mental health services will be referred to Children's Hospital at Youth Uprising and other local health agencies as best meets the need of the individual student and family.

Matt Flynn 7/29/11

[Signature]
Youth Together Executive Director

Exhibit B

Planning Tool / Comprehensive After School Program Budget

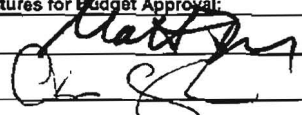

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2011-2012 High School After School Program Budget

	Total books and supplies	\$16,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CONTRACTED SERVICES										
5825	Parent Liaisons (\$23.50/hr X 10 hrs/wk X 38 weeks + \$23.50/hr X 5 hrs/wk X 2 weeks)							\$13,630		
5825	Youth Services Coordinator (\$17/hr x 30hrs/wk x 38wks + \$17/hr x 15hrs/wk x 2wks)		\$12,254		\$7,636					
5825	Youth Action Team/ Internship Stipends (5 students X \$100/mon X 9/mon)		\$4,500							
5825	Peer Tutors(4 tutors x \$10/hr x 7hrs/wk x 28 wks)		\$7,840							
5825	Enrichment Activity & Academic Support, Arts & Culture classes (2 staff x \$22.50/hr x 5.5hr/wk x 38 wks)		\$8,550							
5825	Incentives for student participation		\$1,370		\$176					
5825	Parent Mailings (\$0.42 x 225 homes x 6/yr)							\$473		
5825	Parent Workshop, Information Nights & Trainings							\$2,084		
5825	Enrichment Activity: Sports Programming (1 staff x \$30/hr x 4hr/day x 180 day & \$30/hr x 10hrs/day x 12 staurdays)	\$25,200								
5825	Enrichment Activity & Academic Support: Music & Dance Instructors (2 staff x \$40/hr x 3hrs/day x 180 days)	\$43,200								
5825	Restorative Justice Coordinator (1 staff x \$40/hr x 3hr/day x 180 days)	\$21,600								
5825	Family Coordinator for RJ (1 staff x \$15/hr x 4hr/day x 180 days)			\$10,800						
	Total services	\$90,000	\$34,514	\$10,800	\$7,812	\$0	\$16,187	\$0	\$0	\$0
IN-KIND DIRECT SERVICES										
									\$0	\$0
									\$0	\$0
									\$0	\$0
									\$0	\$0
	Total value of in-kind direct services								\$0	\$0
LEAD AGENCY ADMINISTRATIVE COSTS										
	Lead Agency admin (4% max of total contracted \$)		\$3,294		\$305		\$674			\$0
SUBTOTALS										
	Subtotals DIRECT SERVICE	\$117,518	\$82,386	\$13,592	\$7,812	\$506	\$16,187	\$0	\$0	\$0
	Subtotals Admin/indirect	\$30,802	\$3,294	\$3,291	\$305	\$2,633	\$674	\$0		\$0
TOTALS										
	Total budgeted per column	\$148,320	\$85,680	\$16,883	\$8,117	\$3,138	\$16,861	\$0	\$0	\$0
	Total BUDGETED	\$234,000		\$25,000		\$20,000		\$0	\$0	\$0

Required Signatures for Budget Approval:

Principal:		Date: 7/29/11
Lead Agency:		Date: 7/29/11

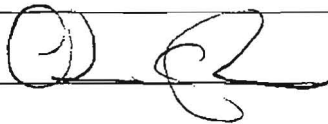
**OUSD After School Programs
Comprehensive After School Program Plan
High Schools
2011 - 2012**

SECTION 1: School Site Information

School Site: Youth Empowerment School

Date: July 26, 2011

Principal Signature: 

Lead Agency Signature: 

After School Coordinator Name (if known at this time): T. Adefela Thomas

SECTION 2: After School Program Vision and Goals

Please describe your school site's overall vision for the After School Program. Describe how the after school program fits into the school's larger mission, vision and goals.

Our vision is to provide students with opportunities to develop academically, culturally, social and personally while supporting a productive vision for themselves after high school. Our vision is to support students by providing enrichment and academic programs linked to the school day through program facilitators who are instructors, mentors and advisors.

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

1. Provide opportunities for students to develop visions for themselves.
2. Increase the academic performance for participating students
3. Give opportunities for students to recover credits towards graduation
4. Develop resiliency skills of students involved in programming

SECTION 3: Program Model and Lead Agency Selection

Refer to Appendix A for an overview of extended learning program models.

For 2011-2012, my site selects:

- Coordinated partnership
- Blended/Hybrid
- Extended School Day

Description and Rationale for selection of Lead Agency

Please provide a narrative description of the agency that is managing the program. Indicate why this agency is qualified to manage the site's program, highlighting specific strengths or weaknesses. (Note: If school is managing program, site is considered to be the Lead Agency.)

Youth Together, since 1996, has been managing programs at High Schools in Oakland. Youth Together maintains the OLOP Youth Center and coordinates the OLOP Collaborative made up of various stakeholders of the school community including students, parents, service providers, faculty, administration, district, city and county officials, and community members. The OLOP Youth Center provides a staffed youth center to support students during the school day and continues to operate and provide a safe space for students after school.

SECTION 4: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

High school programs are required to operate a minimum of 15 hours per week.

# of Program Days your program will operate during School Year 2011-2012:	180
(reminder: there should be a sufficient number of program days offered weekly to fulfill the required 15 hours/week of program)	
Projected Daily Attendance during School Year 2011-2012:	140

Program Schedule

Submit program schedule as an attachment.

** CDE allows programs to close for a maximum of 3 of these days during the school year for professional development.*

SECTION 5: Academics

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

1) CAHSEE Prep 2) Targeted Interventions 3) Skill-Building 4) Homework Support 5) Tutoring

Other possible supports may include college application support, career exploration, 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 Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Outcomes	Description of program	Instructional Strategies
1	9 th – 11 th graders	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn	<ul style="list-style-type: none"> Academic intervention Supporting student in achieving grade level proficiency in math and ELA All students graduate prepared to succeed in college and the work place 	<ul style="list-style-type: none"> Participating students raise overall GPA Participating students will self assess improved comprehension of course material 	12 th grade students that are both academically excelling as well as socially respected operate as peer tutors 4 days a week (M-Th). Teachers on extended contract supervise students.	<ul style="list-style-type: none"> Peer sharing and learning Activities and various innovative instructional strategies Developing problem solving skills Ongoing trainings to develop peer tutors skills
2	Students needing to recover art, elective credit	<input type="checkbox"/> Credit Recovery <input type="checkbox"/> Skill Building	<ul style="list-style-type: none"> All students graduate prepared to succeed in college and the work place 	<ul style="list-style-type: none"> Participating students who meet course requirements will gain course credit needed for graduation and eligibility for college 	The Academic Liaison will partner with outside providers to teach elective & art courses for credit.	<ul style="list-style-type: none"> Project based learning Outside providers integration into collaborative structure as support and mentors
3	Students needing to recover art credit	<input type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery	<ul style="list-style-type: none"> All students graduate prepared to succeed in college and the work place 	<ul style="list-style-type: none"> Participating students who meet course requirements will gain course credit needed for graduation and eligibility for college 	Standing Ovation Performing Arts will provide small group and individual music and arts instruction in the following areas: Percussion, wood, brass, strings, dance and vocal.	<ul style="list-style-type: none"> Project based learning Outside providers integration school day structures where possible

SECTION 6: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the 21st Century grants. Enrichment activities should provide students with the opportunity to apply learning in a real, hands-on way, and build skills that support students' success in school and in life.

Enrichment activities often support school goals for health & wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Arts & Culture	<input type="checkbox"/> Student Identified	<ul style="list-style-type: none"> All students graduate prepared to succeed in college and the work place All Students and adults respect one another and work together across cultures 	The OLOP ASP will coordinate a series of Arts courses that meet requirements for credit. Students will be enrolled on an extended day model. Courses will pair a credentialed teacher and providers. Courses will run on a 5 week cycle, matching beginning of marking periods.	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify): Art <input type="checkbox"/> Internships	<ul style="list-style-type: none"> Participating students will gain course credit needed for graduation and college Students will self assess a increase in feeling connected to caring adults Students will develop skills in potential career fields.
Leadership	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Other (specify): organizational priority	<ul style="list-style-type: none"> Student Engagement Positive school climate 	Student leaders from different programs will work together to plan out program wide activities as part of the Youth Action Team. All students leaders will participate in trainings, program evaluations and overall planning.	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership	<ul style="list-style-type: none"> Students will self asses increased leadership skills. Students will self assess an increase in ability to make healthy decisions Students will self assess a increase in feeling connected to caring adults
Music Enrichment	<input type="checkbox"/> School Identified	<ul style="list-style-type: none"> All students graduate prepared to succeed in college and the work place All Students and adults respect one another and work together across cultures 	Standing Ovation Performing Arts will provide small group and individual music and arts instruction in the following areas: Percussion, wood, brass, strings, dance and vocal.	<input type="checkbox"/> Social Skills <input type="checkbox"/> Academic (specify): Art <input type="checkbox"/> Internships	Students will increase proficiency in music and art students will learn to work together as a team as a member of the school band and small ensembles. Parents of students will be

					engaged and attend performances. students will be able to gain course credit for this program
Positive school climate	<input type="checkbox"/> School Identified	<ul style="list-style-type: none"> • Student Engagement • Positive school climate • All students graduate prepared to succeed in college and the work place • All Students and adults respect one another and work together across cultures 	Restorative Justice coordinator will work with students and families to mediate conflicts build positive relationships and foster a healthy attitude toward school. RJ Coordinator will work with other RJ specialists on the campus to create a culture of positive discipline and restorative practices on campus	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership	Decreased violence on campus. Decreased suspensions and expulsions. Students will report feeling safer and more secure on campus. Increase in attendance and increase in GPA of students served by RJ coordinator
Physical Activity/ Fitness	<input type="checkbox"/> School Identified	<ul style="list-style-type: none"> • Student Engagement • Positive school climate • All Students and adults respect one another and work together across cultures 	Consultant will provide services to increase the level of intramural sports on campus during the after school program. Consultant will facilitate after school basketball, soccer, football and other sports programs that keep students on campus and engaged.	<input type="checkbox"/> Social Skills <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Internships	Increase in level of students playing after school sports. Parents and students report feeling safe and secure on campus.

SECTION 7: FAMILY ENGAGEMENT / FAMILY LITERACY

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

Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources, and increase their ability to support their student's learning and development.

Type of Activity	SPSA goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Family Celebration/ Showcases	<ul style="list-style-type: none"> All students graduate prepared to succeed in college and the work place Foster Safe & supportive school 	The YES ASP will coordinate a series of events showcasing student work and achievements throughout the year.	<ul style="list-style-type: none"> Parents will participate in school wide showcases Parents will volunteer to coordinate components of events 	<ul style="list-style-type: none"> Consistent communication with parents Flyers sent home Use of school phone announcement systems Live phone calls home
Family Information Night(s)	<ul style="list-style-type: none"> All students graduate prepared to succeed in college and the work place 	Parents of participating students will be recruited to participate in informational sessions to offer opportunities to learn about programs.	<ul style="list-style-type: none"> Parents will participate in information sessions Parents will self assess a better understanding of the YES ASP 	<ul style="list-style-type: none"> Consistent communication with parents Flyers sent home Use of school phone announcement systems
Parent Leadership Development Trainings	<ul style="list-style-type: none"> All students graduate prepared to succeed in college and the work place 	Parents will be recruited to develop skills in supporting other parents in addressing students academic & personal needs	<ul style="list-style-type: none"> Parents will participate in training sessions Parents will self assess being better able to support their children 	<ul style="list-style-type: none"> Consistent communication with parents Flyers sent home Live phone calls home
Family College & Financial Aid Nights	<ul style="list-style-type: none"> All students graduate prepared to succeed in college and the work place 	The YES ASP will coordinate events that educate parents about requirements and needs for entrance to various forms of higher education.	<ul style="list-style-type: none"> Parents will participate in school information nights Parents will self assess a better understanding of how to support their children in applying to college 	<ul style="list-style-type: none"> Consistent communication with parents Flyers sent home Use of school phone announcement systems Live phone calls home

2011-12 After School Enrollment Policy for Youth Empowerment School

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

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

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
Students in need of credit recovery	Transcripts reviews conducted in Spring 2010	Mandatory
Students in need of academic support and intervention to improve academic performance.	Teacher or counselor referral/recommendation Student self selection	Mandatory
Students in need of medical/ mental health support.	Teacher or counselor referral/recommendation Parent/Caregiver feedback	Optional

Notes:


- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot 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.
- If space remains in the program after priority students fill slots, other students must be allowed access to the program.
- Program must enroll adequate numbers of students to meet CDE attendance targets.


Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2011. Indicate how families will be notified of enrollment prior to the start of the 2011-12 school year.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
August	After School Site Coordinator conducts new year recruitment and enrollment during site registration to fill remaining slots	Site Coordinator
September	Wait list created for students enrolling after the start of school and other students interested	Site Coordinator & Academic Liaison

Important dates to include in your timeline:

- Families will be notified of 2011-12 after school enrollment on or before the last day of school.
- After school program begins on 1st Day of school, with enrollment at a minimum 75% capacity.

Principal Signature: _____ 

Lead Agency Signature: _____ 

2011-12 Assurances for Grant Compliance and After School Alignment with School Day

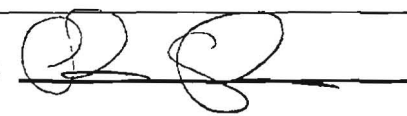
Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent,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

Principal initials	Lead Agency initials	2011 – 12 Assurances for Grant Compliance and After School Alignment with School Day
mj	g	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
mj	g	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.
mj	g	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
mj	g	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc).
mj	g	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 revised role description.
mj	g	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.
mj	g	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
mj	g	Site will coordinate the use of facilities and site level resources.
mj	g	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature: _____



Lead Agency Signature: _____



After School Safety and Emergency Planning for 2011-12

After School Safety and Emergency Planning

A) Will the site have an Emergency Plan that incorporates the After School Program?

Yes No

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

After-school staff will be alerted through school P.A. system with appropriate code to implement safety procedures.

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

After-School staff will be trained on conflict intervention and mediation strategies. They will also be trained and regularly refreshed on lockdown codes and procedures during ongoing planning and training meetings

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

Yes No

Facility Keys

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

Yes No

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

SSO Staffing: (check one)

- Site has a school day SSO who can accommodate after school related work as part of their regular salary.
- Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.
- Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature: _____



Lead Agency Signature: _____



RELEASE OF LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m.

I give the After School Program staff permission to release my child from the after school program without supervision. I understand that my high school-age child will sign himself/herself out of program, and will be released on his/her own.

I understand that my high school-age child may sign himself/herself out from the After School program and be released prior to 6:00 pm.

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage as a result of my child's release from the After School Program without supervision.

Parent/Guardian/Caretaker Signature

Date

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

I give permission for the After School Program Staff to review my child's school data (test scores, report cards and other performance indices), for the purpose of providing targeted academic instruction and assessing the academic effectiveness of the After School Enrichment Program. I also give permission for After School Program staff to monitor my student's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

_____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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

_____ Parent/Guardian Signature

Exhibit D

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

This form should be completed by the 1st day of each semester

Contact Information:

Site Name	Youth Empowerment School	Lead Agency Name	Youth Together
Name of Contact Person		Email	
Telephone		Fax	

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

- Fall Semester- August 29, 2011 to January 27, 2012
- Spring Semester- January 30, 2012 to June 14, 2012

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

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

EBRPD Waiver - Swim Use
Rev 3/09



Exhibit F
OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

INVOICING AND STAFF QUALIFICATIONS FORM

2011-12

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
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Exhibit G (1)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

PROCEDURE FOR INVOICING

Oakland Unified School District

Comprehensive After School Programs 2011-2012

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

- ◆ All 21st Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 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 use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for September 1-30th is due in our office on the 11th of October (the 10th is a Sunday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

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, 2011	August 26, 2011
September 9, 2011	September 23, 2011
October 10, 2011	October 24, 2011
November 10, 2011	November 25, 2011
December 9, 2011	December 23, 2011
January 10, 2012	January 23, 2012
February 10, 2012	February 24, 2012
March 9, 2012	March 23, 2012
April 10, 2012	April 23, 2012
May 10, 2012	May 25, 2012
June 11, 2012 for May invoices	June 25, 2012
June 15, 2012 for Final Billing	TBD

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

Youth Together

Youth Empowerment

Exhibit G (2)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS
OUSD CERTIFICATED TEACHERS 2011-2012**

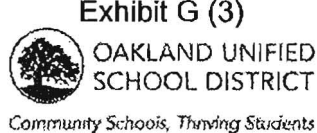
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21st Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 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 Inservice 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:	OUSD Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2011	October 14, 2011
October 31, 2011	November 15, 2011
November 30, 2011	December 15, 2012
December 16, 2011	January 13, 2012
January 31, 2012	February 15, 2012
February 29, 2012	March 15, 2012
March 30, 2012	April 13, 2012
April 30, 2012	May 15, 2012
May 31, 2012	June 15, 2012
June 15, 2012	July 5, 2012

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 2011-2012**

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

Paying OUSD 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 21st Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. **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:	OUSD Payroll Issue Dates
September 15, 2011	September 30, 2011
September 30, 2011	October 14, 2011
October 14, 2011	October 31, 2011
October 31, 2011	November 15, 2011
November 15, 2011	November 30, 2011
November 30, 2011	December 15, 2011
December 15, 2011	December 30, 2011
December 30, 2011	January 13, 2012
January 13, 2012	January 31, 2012
January 31, 2012	February 15, 2012
February 15, 2012	February 29, 2012
February 29, 2012	March 15, 2012
March 15, 2012	March 30, 2012
March 30, 2012	April 13, 2012
April 13, 2012	April 30, 2012
April 30, 2012	May 15, 2012
May 15, 2012	May 31, 2012
May 31, 2012	June 15, 2012
June 15, 2012	June 29, 2012

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)
6/20/2011

PRODUCER (415) 978-3800 FAX: (415) 978-3825
 Calender-Robinson Company, Inc.
 FB0267063
 300 Montgomery St., Suite 888
 San Francisco CA 94104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Youth Together, Inc.
 449 - 15th Street #402
 Oakland CA 94612

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Ins. Alliance of	
INSURER B: Southern Insurance Company	
INSURER C: National Union Fire Insurance	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2010-14283-NPO	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
					MED EXP (Any one person) \$ 20,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2010-14283-NPO	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WSI0030728-02	10/1/2010	10/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
C	OTHER Accident Policy	BRG0009124978	10/1/2010	10/1/2011	Accidental death \$ 50,00 Excess medical \$ 25,00 Aggregate limit \$ 500,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is included as additional insured as per the attached endorsement -- NOTE: 10 day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

Oakland Unified School District
 Skyline High School
 12250 Skyline Blvd.
 Oakland, CA 94619

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming that person or organization as additional insured has been issued.

3. Additional Premium: INCLUDED

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

- A. **WHO IS AN INSURED** (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule

Exhibit I

Statement of Qualifications

INSERT HERE



Youth Together

Building Just Communities through Multiracial Leadership Development and Organizing

OUSD Vendor Number I025567/ Tax ID # 35-2201239

Agency History

Youth Together formed in 1996 to fight violence and racism and to improve our schools and communities. Youth Together began as a multiracial consortium of 5 community agencies and in 2003 became an independent non-profit organization. Youth Together works with four high schools across the East Bay that include: Castlemont Community of Small Schools in Oakland; Fremont Federation of High School in Oakland; Richmond High School in Richmond; and Skyline High School in Oakland.

Mission Statement

Grounded in our commitment to unity, peace, and justice, Youth Together addresses the root causes of educational inequalities by developing multiracial youth organizers and engaging school community allies to promote positive school change.

Youth Together Programs

- *Youth Leadership & Organizing:*
YT operates student clubs at each of our four high schools. Each YT club is composed of 3 youth-elected Lead Student Organizer (LSOs) and a core team of 30 student organizers. Through these groups, we are able to develop the leadership and organizing skills of a core group of youth, imparting practical skills in public speaking, organizing, follow-through, event planning, and civic engagement
- *One Land, One People (OLOP) Youth Centers:*
Based on student-identified needs, YT develops multi-service collaboratives and Youth Centers as a means to institutionalize youth voice, create youth space, and provide academic, wellness, and social support services. Currently YT operates one fully functional youth center at Skyline High School
- *Mentoring and Summer Program:*
Each summer Youth Together Lead Student Organizers and Core team members learn their leadership skills mentoring and supporting incoming freshmen in the Youth Together summer program. This unique program engages students in culturally relevant curriculum including ethnic studies, youth organizing 101, and transitions to high school.

Youth Together Work History with Oakland Unified School District

1996 – Present	Fremont Federation of Small Schools student leadership Youth Together program
1996 – Present	Castlemont Community of High Schools student leadership Youth Together program
1996 – Present	Skyline High School student leadership Youth Together program
2000 – Present	Lead agency convener of Skyline OLOP Collaborative and lead agency coordinator for the Skyline OLOP Youth Center Lead agency: 21 st Century ASSET afterschool grant for Skyline High School (since 2006)



Youth Together

Building Just Communities through Multiracial Leadership Development and Organizing

- 2006 - Present** Youth Empowerment School (YES) student leadership Youth Together program
Lead agency convener of YES OLOP Collaborative
Lead agency coordinator for the YES High School Youth Center
Lead agency: 21st Lead agency: 21st Century ASSET afterschool grant for YES High School (since 2008)
- 2003-2008** Coordinated and staffed the College and Career Corner at Fremont Federation of Small Schools.
Organized annual College and Career Fairs at Skyline High School and Fremont Federation of Small Schools.
- 2005 - 2006** Youth Together partnered with OUSD to develop a Student Accountability Report Card (SARC). This was a youth-led process that identified information and data that is not captured through formal district or state evaluation measures.
- 2006 - 2007** Youth Together was a formal consultant in the creation and initial implementation of the Meaningful Student Engagement Initiative. Youth Together facilitated Melrose Leadership Academy's student leadership program.
- 2007 - 2010** In partnership with the Meaningful Student Engagement Initiative, Youth Together organized the 6th, 7th, 8th and 9th Annual Ethnic Studies Conference at UC Berkeley and SFSU.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2011-2012

Basic Directions

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

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Contractor and OUSD contract originator agree on terms for MOU and create MOU.
3. OUSD contract originator creates the requisition.
4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete MOU packet for approval.

Agency Information

Agency Name	Youth Together	Agency's Contact Person	Akua Jackson
Street Address	449 – 15 th Street #302	Title	Executive Director
City	Oakland	Telephone	(510) 531-5920
State	CA	Zip Code	94612
OUUSD Vendor Number	i025567	Email	ajackson@youthtogether.net
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2011	Date work will end	06/30/2012	Total Contract Amount	\$110,658.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
4124	21 st CCLC	3441850401	5825	\$85,680	R0200683
4124	21 st CCLC	3441851401	5825	\$8,117	R0200684
4124	21 st CCLC	3441852401	5825	\$16,861	R0200685

OUUSD Contract Originator Information

Name of OUSD Contact	Matt Duffy	Email	Matt.Duffy@ousd.k12.ca.us		
Telephone	(510) 879-8134	Fax	(510) 879-8147		
Site/Dept. Name	344/Youth Empowerment High School	After School Program Enrollment Grades	9	through	12

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			7/29/11
2. Oakland After School Programs Office			7/29/11
3. Network or Executive Officer			7/29/11
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8-3-11
5. Board of Education or Superintendent			
Procurement	Date Received		