

Board Office Use: Legislative File Info.	
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Introduction Date	12-9-09
Enactment Number	09-2408
Enactment Date	12-16-09



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education
 From Anthony Smith, Ph.D., Superintendent
 Board Meeting Date _____
 Subject Professional Services Contract - Youth Together Inc. (contractor)
 - Skyline High School (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Youth Together Inc. Services to be primarily provided to Skyline High School for the period of 10/15/2009 through 06/17/2009.

Background
A one paragraph explanation of why the consultant's services are needed.
 Youth Together Inc. will serve as the lead agency to provide additional support (prevention and intervention) services including social, mental health, and physical health resources for students. Consultants will help increase the Average Daily Attendance by decreasing the number of suspensions through the Conflict Resolution Program whom will prevent escalating student conflicts by providing safe spaces for mediation session and facilitate student issues. Also, consultants will coordinate delivery of mental and physical health support services through Rise Up Wellness Center for Skyline high school students. And in addition, consultants will help Skyline increase school safety through services.

Discussion
One paragraph summary of the scope of work.
 Scope of Work 2009-2010
 Youth Together will support Skyline high school through prevention and intervention services including social, mental health, and physical health resources for students through the staff time of the Conflict Resolution Program Coordinator and the Rise Up Wellness Coordinator. The Rise Up Wellness Coordinator will:
 - Coordinate delivery of mental and physical health support services (prevention and intervention) through Rise Up Wellness Center; TUPE, Girls Inc. therapist, Asian Community Mental Health Services therapist/s and Native American Health Center satellite teen clinic.

Recommendation Approval of professional services contract between Oakland Unified School District and Youth Together Inc. Services to be primarily provided to Skyline High School for the period of 10/15/2009 through 06/17/2009.

Fiscal Impact Funding resource name (please spell out) EIA/SCE not to exceed \$40,000.00.

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Insurance Certification
 - TB screening documentation
 - Statement of qualifications



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2009-2010

This Agreement is entered into between the Oakland Unified School District (OUSD) and Youth Together Inc. (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 10/15/2009, or the day immediately following approval by the Superintendent, if total amount the CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year, or the Board of Education if total contracts exceeds \$72,400, whichever is later. The work shall be completed no later than 06/17/2009.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty thousand Dollars (\$ 40,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR 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 District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening in current fiscal year.
 - Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
6. **CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Beverly Hansen
Site /Dept.: Skyline High School
Address: 12250 Skyline Blvd.
Oakland, CA 94619
Phone: (510) 879-3060

CONTRACTOR:

Name: Youth Together Inc. - Prishni Murillo
Title: Executive Director
Address: 449 15th Street
Oakland CA 94612
Phone: (510) 645-9209

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. In addition, invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site. This list must include the Department of Justice ATI number for each person and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

The CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

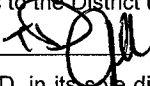
- ii. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance is attached. Inclusion of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR 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, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor 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.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: 

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to students after data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR'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.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by either the State Administrator, the Board of Education, and/or the Superintendent as their designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 10/15/2009 Work shall be completed by: 06/17/2009 Total Fee: \$ 40,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- State Administrator
- Superintendent

10/16/09
Date

CONTRACTOR

[Signature]
Contractor Signature

10.1.09
Date

Youth Together Inc. - Prishni Murillo Executive Director
Print Name, Title

[Signature] 12/17/09
Secretary, Board of Education Date

[Signature] 12/17/09
Noel Gallo
resident, Board of Education

Board Office Use: Legislative File Info.	
File ID Number	09-2939
Introduction Date	12-7-09
Enactment Number	09-2408
Enactment Date	12-16-09

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately describe scope of work below.

Scope of Work 2009-2010

Youth Together will support Skyline high school through prevention and intervention services including social, mental health, and physical health resources for students through the staff time of the Conflict Resolution Program Coordinator and the Rise Up Wellness Coordinator. The Rise Up Wellness Coordinator will:

- Coordinate delivery of mental and physical health support services(prevention and intervention) through Rise Up Wellness Center; TUPE, Girls Inc. therapist, Asian Community Mental Health Services therapist/s, and Native American Health Center satellite teen clinic.

Increase awareness, referrals, and usage of Rise Up Wellness Center, particularly satellite teen clinic through classroom

SCOPE OF WORK

Youth Together Inc. will provide a maximum of 2000 hours of services at a rate of \$20.00 per hour for a total not to exceed \$40,000.00. Services are anticipated to begin on 10/15/2009 and end on 06/17/2009.

1. Description of Services to be Provided Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the planned outcome.

Coordinate delivery of mental and physical health support services(prevention and intervention) through Rise Up Wellness Center; TUPE, Girls Inc. therapist, Asian Community Mental Health Services therapist/s, and Native American Health Center satellite teen clinic. Increase awareness, referrals, and usage of Rise Up Wellness Center, particularly satellite teen clinic through classroom presentations, outreach materials. Education of student body on reproductive health, healthy relationships, substance abuse, and sexual orientations. Support integration of after school programming into school day programming through raising awareness of faculty, staff, and parents about resources available and encouraging resources.

Consultants will help increase the Average Daily Attendance by decreasing the number of suspensions through the Conflict Resolution Program whom will prevent escalating student conflicts by providing safe spaces for mediation session and facilitate

2. Strategic Alignment: School-based contracts: Make clear how this service supports your academic goals and increases student achievement. Provide details as to program participation (Students will...) and intended outcomes (Students will be able to...) Central office contracts: How does this service support the overall strategic goals of your department and increase student achievement?

Skyline high school students will:

- mediate and resolve student conflict
- participate in anger management courses
- have a wide range of supportive mental health resources
- have a safe space to converse about sexuality
- have a safe space to address questions and concerns about relationships
- have a safe space to address questions and concerns about substance abuse
- have a safe space to dialogue about reproductive health issues

3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required)

Action Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified" and the modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the SPSA modification was approved.
3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the SPSA modification was approved.

One Land One People Skyline Youth Center & Youth Together
Scope of Work
2009-2010

Youth Together will support Skyline high school through the staff time of the onsite One Land One People Skyline high school youth center Conflict Resolution Program Coordinator and the Rise Up Wellness Coordinator.

The Conflict Resolution Program Coordinator will:

- Provide direct intervention and facilitate mediations for Skyline High School students and campus community
- Will focus on the development of a safe culture and positive school climate
- Operate from 10:00am to 2:00pm daily Monday through Friday
- Recruit and train up to ten peer mediators
- Document all direct contact with participating students
- Turn in all documents and data monthly to OLOP Collaborative Director
- Meet with OLOP Collaborative Director at the beginning and end of each month to monitor progress and evaluate programming
- Create and communicate with Skyline high school administration, faculty & staff, parents/guardians referral system
- Organize at least one campus community event each semester
- Participate in all OLOP Collaborative meeting first Monday's of every month
- Participate in all OLOP staff meetings every Wednesday
- Produce highlights of programming every month for OLOP newsletter

The Rise Up Wellness Program Coordinator will:

- Coordinate delivery of mental and physical health support services(prevention and intervention) through Rise Up Wellness Center; TUPE, Girls Inc. therapist, Asian Community Mental Health Services therapist/s, and Native American Health Center satellite teen clinic.
- Increase awareness, referrals, and usage of Rise Up Wellness Center, particularly satellite teen clinic through classroom presentations, outreach materials.
- Increase awareness, referrals, and usage of Rise Up Wellness Center, particularly satellite teen clinic through classroom presentations, outreach materials.
- Education of student body on reproductive health, healthy relationships(especially male-female interactions), substance abuse, and sexual orientations.
- Increase condom availability with education prior to receiving condom/s.
- Pilot Rise Up peer education program.
- Develop case conferences mechanism(Coordination of Services Team) to share appropriate information about students participating in various support services among service provider staff, school counselors, and other appropriate staff.
- Support integration of after school programming into school day programming through raising awareness of faculty, staff, and parents about resources available and encouraging resources.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2008

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 #302
Oakland CA 94612

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits' Ins. Alliance
INSURER B: Nonprofits' Insurance
INSURER C: Tower Select Ins. Co.
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	2008-14283-NPO	10/1/2008	10/1/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	2008-14283-NPO	10/1/2008	10/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY	2008-14283-UMB	10/1/2008	10/1/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				
		RETENTION \$				
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WEN0031490-02	10/1/08	10/1/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

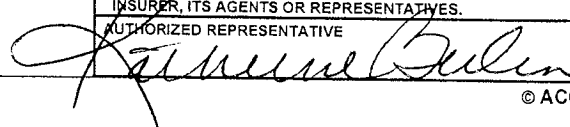
CERTIFICATE HOLDER

(510) 879-4030
Oakland Unified School District
Attn: Julia Fong-Ma
495 Jones Avenue
Brookfield Annex
Oakland, CA 94603

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





Youth Together

Building Just Communities through Multiracial Leadership Development and Organizing

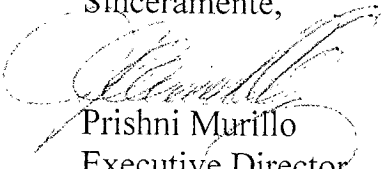
August 30, 2009

To Whom It May Concern:

This letter verifies that Youth Together requires that *all* employees and subcontractors obtain both fingerprints and TB testing before they are able to begin work at the school site.

Verification of this documentation is kept at our central offices located at 449 15th Street, Suite 302, Oakland, Ca 94612.

Sinceramente,



Prishni Murillo
Executive Director
Youth Together

Central Office
449 15th Street, Suite 302, Oakland, CA 94612
(510) 645-9209 (f) 663-2578
www.youthtogether.net



Youth Together

Building Just Communities through Multiracial Leadership Development and Organizing

Youth Together Work History with Oakland Unified School District

1996 – Present

Fremont Federation of Small Schools student leadership Youth Together program
Castlemont Community of High Schools student leadership Youth Together program
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: 21st Century ASSET afterschool grant for Skyline High School (since 2006)

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

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 - 2009

In partnership with the Meaningful Student Engagement Initiative, Youth Together organized the 7th Annual Ethnic Studies Conference at UC Berkeley. Youth Together co-led the development of the student leadership class at Youth Empowerment School, where we launched a student unity center and school collaborative.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010

A.M.D.
OCT 7 - 2009

RECEIVED
OCT 8 - 2009

Basic Directions
Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Oakland Unified School District
HIGH SCHOOL NETWORK

OCT 08 2009

RECEIVED

- Attachment Checklist
- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
 - For individual consultants: Proof of negative tuberculosis status within past 4 years
 - Statement of qualifications (organization) or resume (individual consultant)
 - Proof of general liability insurance naming OUSD as Additionally Insured
 - For organizations (any consultant who has employees): Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: _____

Contractor Information

Contractor Name	Youth Together Inc.	Agency's Contact	Prishni Murillo			
OUSD Vendor ID #	I025567	Title	Executive Director			
Street Address	449 15th Street	City	Oakland	State	CA	Zip 94612
Telephone	(510) 645-9209	Email	pmurillo@youthtogether.net			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/15/2009	Date work will end	06/17/2009	Other Expenses	
Pay Rate Per Hour (required)	\$20.00	Number of Hours	2000	Total Contract Amount	\$40,000.00

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
7090	EIA/SCE	3061110109	5825	\$40,000.00
			5825	\$
			5825	\$
Requisition No.	R0002066		Total Contract Amount	\$40,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract 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.

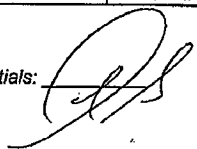
1.	Administrator / Manager (Originator)	Name	Beverly Hansen	Phone	(510) 879-3060
	Site / Department	Skyline High School		Fax	(510) 879-3069
	Signature	<i>Beverly Hansen</i>		Date Approved	10/02/09
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs				
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>William Howes</i>		Date Approved	10/6/09
3.	Network or Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	10/8/09
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)				
	Signature	<i>[Signature]</i>		Date Approved	10/12/09
5.	Superintendent, Board of Education or State Administrator Signature on the legal contract				

Legal Required if not using standard contract	Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	

424

Skyline High School 2009-2010 SPSA

Additional Practices	Provide opportunities to engage parents and community members in school activities for student achievement. Continue to maintain a functioning Family Resource Center	All students	Use Your Voice Survey	Yes	3010	Title 1	5825	Consultant Contract			\$50,000.00
School Climate	Provide additional services to students such as conflict management, academic Youth Center	FBB, BB and B Parents	Use Your Voice Survey	Yes	7090	EIA/SCE	5825	Consultant Contract			\$40,000
School Climate	Provide additional services to students such as conflict management, academic Youth Center	FBB, BB and B Parents	Use Your Voice Survey	If funds become available	3010	Title I	5825	Consultant Contract			\$6,000
ELA & Math	Provide supplementary instructional materials/supplies to LINK CREW/ BEST BUDDIES mentoring program	FBB, BB and B	CST, CAHSEE, CELDT & District Assessments	Yes	3010	Title I	4310	Supplies			\$10,000
Math	Math content coach to provide Professional development for teachers to align curriculum with state standards, data analysis, instructional planning, common assessments and teacher collaboration.	All students	CST, CAHSEE, CELDT & District Assessments	Yes	3010	Title I	5715	Instructional service content coach.			\$27,000
School Climate	Provide additional summer intervention support and services to students of FBB, BB and B to reduce truancy rate and increase student attendance rate.	FBB, BB and B	CST, CAHSEE, CELDT, District Assessments & Attendance rate	Funds available from 08-09 SPSA Spring revisions	3010	Title	2420	Classified overtime and			\$15,000
ELA	0.4 FTE to support implementation of Read 180 supplementary reading intervention program for FBB and BB students.	FBB, BB and B	CST, CAHSEE & District Assessments	Yes	7090	EIA - SCE	1105	Tch Salary	K12TCH1184	0.4	\$21,731.23

Principal's Initials: 

SSC Chairperson's Initials: 

Date: 5/25/09