

File ID Number	11-2806
Introduction Date	11-7-11
Enactment Number	11-2450
Enactment Date	11-16-11
By	BZ



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

To: Board of Education

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

Subject: District Grant Agreement – City of Oakland – Office of Alternative Education

ACTION REQUESTED:

Approval and support by the Governing Board of District submitting a grant agreement for OUSD schools for fiscal years 2011-2012, to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant proposal for OUSD schools for the 2011-2012 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement packet is attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
11-2806	Yes	Grant Agreement	OUSD Office of Alternative Education	Gang Prevention and Intervention	July 1, 2011 – June 30, 2012	City of Oakland, Measure Y Fund	\$177,600.00

DISCUSSION

The District created a Grant Face Sheet process to:

- Review proposed grant project at OUSD sites and assess its contribution to sustained student
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant agreement for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grant will be provided to OUSD schools from the funder.

- Grants valued at: \$177,600.00

RECOMMENDATION:

Approval and support by the Governing Board of District submitting a grant agreement for OUSD schools for fiscal years 2011-2012, to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

Attachments: Grant Face Sheet; Grant Agreement

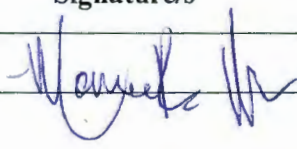
OUSD Grants Management Face Sheet

Title of Grant: Measure Y	Funding Cycle Dates: July 1, 2011 – June 30, 2012
Grant's Fiscal Agent: OUSD Office of Alternative Education, Monica Vaughan, 4521 Webster Street, Oakland, CA 94609 (510) 597-4294, Monica.Vaughan@ousd.k12.ca.us	Grant Amount for Full Funding Cycle: \$177,600.00
Funding Agency: City of Oakland	Grant Focus: Gang Intervention and Prevention
List all School(s) or Department(s) to be Served: <ul style="list-style-type: none"> • Emiliano Zapata Street Academy • Ralph J. Bunche High School • Oakland Community Day School and Barack Obama Academy • Dewey High School • Rudsdale High School 	

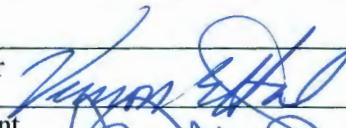
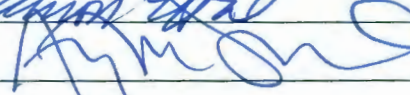
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will contribute to promoting the healthy development of youth by providing case management mentoring, life skills training, mental health services, tutoring, mentoring, and leadership development, and community service to the students most at-risk for drug use, gang involvement, and violence. This will foster pro-social development, success in school, and building capacity in families.
How will this grant be evaluated for impact upon student achievement?	The following performance outcome measures relative to student engagement and academic performance will be tracked: <ol style="list-style-type: none"> 1. School attendance rates 2. Suspension/expulsion rates 3. High School/GED completion We will also track performance vis-a'-vis these outcomes: <ol style="list-style-type: none"> 4. Participation in support programs after referrals 5. Arrest rates 6. Parent effectiveness
Does the grant require any resources from the school(s) or district? If so, describe.	Only in-kind and grant match: Space for project activities at the 6 targeted schools. Time of the Coordinator of Alternative Education for overseeing the program, convening and participating in Collaborative meetings. Funding from the 21 st Century Community Learning Center program for after-school programming for youth participants in the program. Funding from the City of Oakland CalGRIP grant for gang prevention/intervention resources for the targeted schools.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

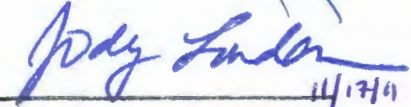
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Monica Vaughan 4521 Webster Street, Oakland, CA 94609 (510) 597-4294 Monica.Vaughan@ousd.k12.cal.us
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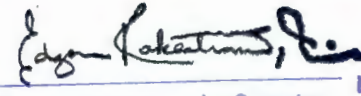
Applicant Obtained Approval Signatures:

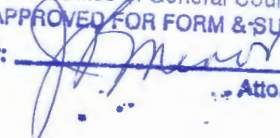
Entity	Name/s	Signature/s	Date
Coordinator, Alternative Education	Monica R. Vaughan		10-5-11
Department Head (e.g. for school day programs or for extended day and student support activities)			

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		


 Jody London
 President, Board of Education
 11/17/11


 Edgar Rakestraw, Jr., Secretary
 Board of Education
 11/17/11

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: 
 Attorney at Law

LEGISLATIVE FILE
 File ID Number 11-2806
 Introduction Date 11-7-11
 Enactment Number 11-2450
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**GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT
ALTERNATIVE EDUCATION**

Whereas, the City of Oakland wishes to enter into a grant agreement with **Oakland Unified School District Alternative Education** for a **Measure Y Grant**, said funds to be used for the **(Gang Intervention)**; and

Whereas, Grantee has submitted an application for said funds to the City to obtain funding for Grantee's community-related programs and activities provided in Oakland; and

Whereas, the City Council, pursuant to City of Oakland Resolution **No 83386 C.M.S.**, has allocated grant funds to the Grantee to fund its community-related programs and activities as specified herein; and ;

Whereas the City Council has authorized the City Administrator to enter into this grant agreement if the mandates of Oakland City Charter Section 902(e) have been met;

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of **July 1, 2011** between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, Oakland Unified School District Alternative Education, ("Grantee")

2. Scope of Work

Grantee agrees to perform the community-related work, services or activities ("Work") set forth in **Scope of Work** attached to this Agreement and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Scope of Work** includes the manner of payment.

Grantee must prove the eligibility of each Measure Y participant before requesting payment from Measure Y. Failure to provide eligibility or placement information as required on Measure Y participants can result in non-reimbursement for services rendered.

3. Time of Performance,

The grant term shall begin on July 1 2011 and shall end on June 30, 2012

4. Grant Funding and Method of Payment

The total amount paid to the Grantee pursuant to this Agreement shall not exceed the sum of One hundred Seventy-seven thousand – Six hundred dollars (\$177,600). Grantee will be paid for performance of the Work set forth in Scope of Work. Consistent with Grantee's proposed budget for the Work, payments will be made in the amounts or at the rates stated in Scope of Work and shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work. Payments shall be due upon completion of Work or as otherwise specified in the "Payment Schedule" set forth in **Scope of Work** and Budget at which time Grantee shall submit an invoice via the City Span database. Invoices shall state a description of the Work completed, itemized costs, fees and expenses and the amount due. The Project Administrator will verify and approve requisitions and required supporting data for accuracy and program compliance.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of **\$35,520** (20% of total grant amount). The advance will be offset against the payments to the Grantee. Upon termination of this Agreement, the Grantee must repay the full amount of the advance not recovered by the City over the contract period.

The documents submitted for all payments via the CitySpan database and other collateral materials when necessary shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee's failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Measure Y funding. The payment may be recouped in subsequent quarters during the grant agreement period or prior to the conclusion of the grant agreement if the deliverables have been met by that time.

In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty (20) percent of the total project amount. Failure to secure at least a twenty (20) percent match by **August 10, 2011**, and to provide documentation thereof, may result in a twenty (20) percent reduction in the total amount of compensation paid to Grantee.

The City shall have the right, but not the obligation, to make disbursements directly to subgrantees, fiscal partners or other third parties performing work under this Agreement when the City deems such direct payments advisable, and Grantee hereby assigns the right to receive grant proceeds to such third parties, said assignment conditioned on the City electing to exercise its third-party payment rights under this provision. However, this provision in no way is intended to waive or release Grantee from its responsibility to make

timely payments to subgrantees, fiscal partners or other parties performing work under this Agreement.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within sixty (60) days following the completion or termination of the Agreement. No claims submitted after the sixty day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by the Grantee and not reported to the City within the sixty (60) day period become the sole liability of the Recipient and the city is relieved of any and all responsibilities.

C. Grantee agrees that if a court finds that if this grant or the funding for this grant by the Violence Prevention and Public Safety Act of 2004 (Measure Y) is found void or illegal, Grantee shall return all unexpended funds to the City.

5. Evaluation and Monitoring

Grantee agrees to comply with data requests from the Measure Y outside evaluation provider as well as from the Measure Y internal evaluator from the City Administrator's Office. Grantee is required to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee will be required to sign a Memorandum of Understanding with City Span, Inc. to use their data base for the purposes described above. Grantee is required to have all clients sign a Release of Information Form stating that the client gives permission for the Grantee to input their information into the data base.

Grantee agrees to allow City of Oakland staff complete a site visit at least once (1) annually to visually observe Measure Y programs in operation (when appropriate), provide documentation related to the financial health of the overall organization and the appropriation of Measure Y program funds, and to review documents related to the program management (such as case files) of the Measure Y program and the overall organization. If it is appropriate, City of Oakland staff may make unannounced visits to observe Measure Y programs in operation.

Grantee is required to have every enrolled client (and their parent, guardian, or other legally authorized representative if a minor) sign a Release of Information Form giving consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.

Grantee agrees to participate and assist in all evaluation activities prescribed by the Measure Y outside evaluator, including but not limited to site visits, surveys, assessments, interviews, and quarterly evaluation meetings. Grantee agrees to communicate with Measure Y outside evaluator in a timely fashion.

6. Audit

Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements to said funding source.

7. Title of Property

Title to all property, real and personal, acquired by the Grantee from City funds, shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. For the purposes of this Agreement, "City funds" includes federal, state, local or City funds disbursed hereunder, but excludes Pay-go grant funds. Grantee acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of this Agreement. The Grantee shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same.

In the case of lost or stolen items or equipment, the Grantee shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Grantee shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. *Surplus supplies and equipment – Disposal or Destruction.*

8. Ownership of Results

Any interest of Grantee or its Subgrantees, in specifications, studies, reports, memoranda, computation documents prepared by Grantee or its Subgrantees in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

9. Copyright

Grantee shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

10. Publicity

Any publicity generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland, Measure Y" will be explicitly stated and the Measure Y logo included in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. A Measure Y poster, provided by the City of Oakland, will be displayed at locations where services made possible by Measure Y funds are provided.

City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the project funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

11. Partnerships

Grantee agrees to collaborate with the Oakland Police Department (OPD) by attending police briefings to inform OPD about their Measure Y program(s) and agrees to attend meetings with OPD to inform community members about their Measure Y program(s) at the request of the City of Oakland, Department of Human Services staff.

Grantee shall attend at least the number of Neighborhood Crime Prevention Council (NCPC) meeting specified in Scope of Work. The purpose of attending NCPC meetings is to inform Oakland residents about their program. Grantee will contact the Neighborhood Services Division of the City of Oakland's City Administrator's Office to find out the time and location of the NCPC meetings in the neighborhoods they serve and of the NCPCs that have been assigned to them by the City of Oakland staff. The Grantee will communicate with the Neighborhood Services Coordinators in charge of coordinating those meetings about making a presentation to the NCPCs prior to attending the meeting to ensure they are placed on the agenda.

12. Criminal History Verification

Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working directly with Measure Y participants under the age of 18 hired or volunteering after July 1, 2011:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local California State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local California State Police office for an criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive (such as LiveScan) as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with youth under the age of 18.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

For grantees receiving funds for Oakland Street Outreach and/or the Juvenile Justice Wraparound program strategy(s), please see further policies and procedures for hiring in the Measure Y Grantee Manual.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with Measure Y participants under the age of 18.

13. Assignment

Grantee shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must provide the insurance listed in Insurance Requirements. Insurance Requirements is attached hereto and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of Grantee's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Grantee under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Grantee;
 - (v) Unauthorized use or disclosure by Grantee of confidential information and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, sub-consultants and subgrantees.
- c. City shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Grantee fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Grantee in the amount of anticipated defense costs plus additional reasonable amounts as security for Grantee's obligations under this section. In no event shall Grantee agree to the settlement of any claim described herein without the prior written consent of City.
- e. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at

the time any action or claim is tendered to Grantee by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.

- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Business Form C hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to the payment of the grant to Grantee in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

- a. All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Grantee by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Grantee.

17. Termination on Notice

- a. The City may terminate this Agreement immediately for cause or without cause upon giving thirty calendar days' written notice to Contractor. Unless otherwise terminated this Agreement will terminate on December 31, 2012.

18. Termination for Lack of Appropriation

- a. City's obligations under this Agreement are contingent upon continued *receipt of revenues through Measure Y: Violence Prevention and Public Safety Act of 2004 or other funds or other identified sources*. The City may terminate this Agreement on thirty (30) days' written notice to Grantee without further obligation if City Council withdraws grant funding or funding otherwise becomes unavailable for the grant work or activity funded hereunder. Termination notice shall be made in accordance with the "Notices" section of this Agreement.

19. Agents/Brokers

Grantee warrants that Grantee has not employed or retained any subgrantee, agent, company or person other than bona fide, full-time employees of Grantee working solely for Grantee, to solicit or secure this Agreement, and that Grantee has not paid or agreed to pay any subgrantee, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of

percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

21. Conflict of Interest

- a. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- b. Grantee shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Grantee.
- c. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.
- d. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- e. Grantee understands that in some cases Grantee or persons associated with Grantee may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Grantee further understands that, as a public officer or official, Grantee or persons associated with Grantee may be disqualified from future City contracts to the extent that Grantee is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- f. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

No Waiver. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

Remedies and Sanctions. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

22. Non-Discrimination/Equal Employment Practices

Grantee shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's Subgrantees shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing "Declaration of Compliance with the Americans with Disabilities Act," attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23. Local and Small Local Business Enterprise Program (L/SLBE)

- a. *Requirement* - There is a twenty percent (20%) minimum participation requirement for all grant agreements \$50,000 or more. Grantees shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be wholly satisfied by a certified local grant Grantee or may be satisfied by a certified, local and/or small local for profit or non-profit sub-consultant(s). For profit or nonprofit entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement.
- b. *Good Faith Effort*-In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. *Incentives* – Upon satisfying the twenty percent requirement, a Grantee will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. *Banking* – The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.
- e. *The Exit Report and Affidavit (ERA)* – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator's Office of Contract

Compliance & Employment Services along with a *copy* of the final progress payment application.

- f. *Joint Venture and Mentor Protégé Agreements.* If a grant Grantee is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- g. Grantee shall submit information concerning its board, officer and workforce composition (nonprofit organizations) or ownership and workforce composition (for-profit organizations), as well as its subgrantees and suppliers, by completing Business Forms (ADA Compliance Declaration, Arizona Resolution, Living Wage, Ownership, Ethnicity and Gender Questionnaire, Pending Dispute Disclosure, EBO Certificate, Campaign Contribution Form, Nuclear Free Zone and a Notarized Affidavit of Non-Disciplinary or Investigatory Action).
- h. All affirmative action efforts of Grantee are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Grantees are required to provide data regarding the make-up of their subgrantees and agents who will perform Work under City grant agreements, including the race and gender of each employee and/or members of a nonprofit board and officers or for-profit owner’s job titles or functions and the methodology used by Grantee to hire or contract subgrantees or suppliers.
- i. In recruitment of subgrantees, the City of Oakland requires all Grantees to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In recruitment, hiring and retention of employees or subgrantees, the City of Oakland requires all Grantees to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 during any twelve month period, then Grantee must comply with the Oakland Living Wage

Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Grantees (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Living Wages and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$11.35 with health benefits or \$13.05 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Grantee shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subgrantees that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

25. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Grantees (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following Grantees are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Grantee's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subgrantees of any contract or Grantee

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as Equal Benefits-Declaration of Nondiscrimination.

26. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., passed in May, 2010, neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Department of Contracting and Purchasing, Purchasing Division if its business entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

27. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

28. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Grantees that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Grantee must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto.

29. Nuclear Free Zone Disclosure

Grantee represents, pursuant to "Nuclear Free Zone Disclosure Form", that Grantee is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Grantee shall complete Nuclear Free Zone Disclosure Form attached hereto.

30. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

31. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

32. Business Tax Certificate

Grantee shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

33. Governing Law

This Agreement shall be governed by the laws of the State of California.

34. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to Grantee as follows:

(City of Oakland)

Sara Bedford, Manager
City of Oakland
Department of Human Services
150 Frank H. Ogawa Plaza, Suite 4340
Oakland, CA 94612-2092

(Grantee)

Anthony (Tony) Smith, superintendent
Oakland Unified School District Alternative Education
1025 Second Avenue
Oakland, CA 94606

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

35. Validity of Agreement

This Agreement shall not be binding or of any force or effect until: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

36. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Work by Grantee and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those Work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

37. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

38. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

39. Dispute Disclosure

Grantees are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they are involved in submitting bids, proposals or applications for a City or Agency grant. This includes amendments to grant agreements. Grantee agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure

upon Grantee's request. Failure to disclose pending disputes prior to execution shall be a basis for termination of this agreement.

40. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

41. Medi-Cal Administrative Activities

Grantee agrees, if requested, to have all staff paid for by this grant agreement to participate in weekly time coding if requested and other tasks as required by the Medicaid leveraging process during the contract year for the purposes of leveraging Medi-Cal related funding. This will require all grant agreement paid staff to attend a one hour training and to track their hours and to categorize those hours by type of work done as it relates to the Medi-Cal population and to submit that documentation to the City of Oakland, Department of Human Services. All records in support of allowable Medi-Cal activities must be maintained for a minimum of five (5) fiscal years after the end of the quarter in which the reimbursement is received or five (5) fiscal years after the date of the submission of one of the original or amended cost reports, whichever is later. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit shall be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater.

Medi-Cal Administrative Activities (MAA) records must fully disclose the type and extent of administrative activities performed by appropriate staff. MAA records include, but are not limited to, organizational charts, claiming plans/operational plans, supporting documentation for each claiming unit, annual time survey documentation, MAA Detailed and Summary Invoices and contracts between the City of Oakland, subgrantees, and other public entities. Targeted Case Management (TCM) records must fully disclose: 1) the name and beneficiary identification code of person receiving the TCM services; 2) the name of the provider agency and/or person providing the service; 3) the data and place of service delivery; 4) the nature and extent of the TCM service provided. TCM records must include, but are not limited to, supporting documentation for the annual TCM Cost Report and the TCM Summary Invoice, time survey documentation, and encounter logs. All records in support of allowable MAA activities and/ or TCM activities must be maintained in an audit file and made available to the State of California and/or the United States Federal governments upon request, in accordance with Title 42 of the Code of Federal Regulations, Section 433.32.

Pursuant to 45 of the Code of Federal Regulations, Section 74.53 (e), an audit agency has the right to timely and unrestricted access to any books, documents, papers or other records of recipients that are pertinent. In the case of any pending litigation, documentation must be retained until the case is completely closed, and in the case of other issues and potential litigation, it is advisable to retain all documentation until the matters are fully resolved.

42. Approval

If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

City of Oakland,
a municipal corporation

**Oakland Unified School District
Alternative Education**

Deanne AL 9/12/11
(City Administrator's Office Signature) (Date)

[Signature] 8/11/11
(Grantee Signature) (Date)

[Signature] 9/10/11
NVALLE FOR ASOUM-GDPHL
(Department Head Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

83386 C.M.S

Resolution Number

[Signature] 8/30/11
City Attorney's Office Signature) (Date)

Accounting Number

[Signature] 11/17/11
Jody London
President, Board of Education

[Signature] 11/17/11
Edgar Rakestraw, Jr., Secretary
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Attorney at Law

File ID Number: 11-2806
Introduction Date: 11-7-11
Enactment Number: 11-2450
Enactment Date: 11-16-11
By: [Signature]

OFFICE OF THE CITY CLERK
CITY OF OAKLAND

MAY 12 PM 2:08

Approved as to Form and Legality

M. Morosan
City Attorney

OAKLAND CITY COUNCIL
RESOLUTION No. 83386 C.M.S.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXERCISE THE OPTION TO RENEW GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS PUBLIC AND NON-PROFIT AGENCIES TO PROVIDE VIOLENCE PREVENTION PROGRAMS FOR AN ESTIMATED AMOUNT OF \$5,348,111 FOR FISCAL YEAR 2011-12

WHEREAS, City of Oakland voters passed Measure Y, the Violence Prevention and Public Safety Act of 2004, in November 2004, approving a series of taxes to support violence prevention objectives, programs and services to reduce violence among children, youth and young adults in Oakland; and

WHEREAS, the Measure Y program strategies were developed based on Measure Y legislation and principles affirmed by City Council; and

WHEREAS, the City Council approved grant agreements with various public and non-profit organizations in Fiscal Year 2009-10 to provide Measure Y violence prevention programs; and

WHEREAS, these grantee programs have been monitored in FY 2009-10 and 2010-11 by Department of Human Services staff and assessed as compliant with their grant agreement fund; and

WHEREAS, the Measure Y independent evaluator has provided program evaluation information for each grantee that indicates programs are targeting appropriate clients and showing positive outcomes; and

WHEREAS, the funding for these contracts is available in Measure Y Fund (2251), DHS Administration organization (78111), and DHS Measure Y Projects (G421151-52, G421154-57, G421159-61, G421165-66, G421169, G421172-75); and

WHEREAS, the City of Oakland, Community Economic and Development Agency, Community Development Block Grant \$42,000 allocation for FY 2011-12 to the City of Oakland, Department of Human Services is subgranted to Healthy Oakland Communities to conduct street outreach and case management in West Oakland; and

WHEREAS, the funding for this subgrant with Healthy Oakland Communities is available from HUD-CDBG Fund (2108), DHS Administration Organization (78111), Miscellaneous Contract Services Account (54919), West Oakland Street Outreach Project (G387310), and Fostering Safe & Healthy Communities Program(SC22); and

WHEREAS, staff recommends the following agencies for funding:

Agency	Measure Y Strategy	Amount	Project Code
Alameda County Health Care Services Agency	OUR KIDS Middle School Model	\$219,514	G421166
Alameda County Interagency Children's Policy Council	Outreach to Sexually Exploited Minors	\$248,640	G421157
Community Initiatives / Restorative Justice for Oakland Youth (RJOY)	Restorative Justice	\$133,200	G421159
California Youth Outreach	JJC Wraparound Services	\$100,000	G421174
California Youth Outreach	Oakland Street Outreach	\$328,600	G421161
Catholic Charities of the East Bay	Crisis Response Support Network	\$310,800	G421153
City and County Neighborhood Initiative	Community Organizing	\$133,200	G421152
City of Oakland Mayor's Office	Public Safety Districts	\$30,000	G421173
City of Oakland Mayor's Office	Reentry Employment	\$119,880	G421155
East Bay Agency for Children (EBAC)	JJC Wraparound Services	\$86,136	G421174
East Bay Asian Youth Center (EBAYC)	JJC Wraparound Services	\$220,000	G421174
Family Violence Law Center	Family Violence Intervention Unit	\$399,600	G421154
Goodwill Industries of the Greater East Bay	Reentry Employment	\$93,240	G421155
Healthy Oakland Communities	Oakland Street Outreach	\$182,000	G421161
<i>*Healthy Oakland Communities</i>	<i>CDBG - Street Outreach</i>	<i>\$42,000</i>	<i>G387310</i>
OUSD	JJC Wraparound Services	\$79,920	G421174
OUSD Alternative Education	Gang Intervention	\$177,600	G421175
OUSD	Second Step Curriculum	\$131,717	G421160
Safe Passages	Mental Health 0-5	\$177,600	G421156
The Mentoring Center	JJC Wraparound Services	\$125,000	G421174
The Mentoring Center	Project Choice	\$111,000	G421165
The Work First Foundation	Reentry Employment	\$310,800	G421155
City of Oakland DHS	Violence Prevention Network Coordinator-Street Outreach	\$133,200	G421169
Volunteers of America Bay Area	Project Choice	\$222,000	G421165
Volunteers of America Bay Area	Reentry Employment	\$222,000	G421155
Youth Alive!	Highland Hospital Intervention	\$85,000	G421172
Youth Employment Partnership	After School Jobs	\$119,880	G421151
Youth Employment Partnership	Reentry Employment	\$222,000	G421155
<i>**Youth Employment Partnership</i>	<i>Summer Jobs</i>	<i>\$95,260</i>	<i>G421162</i>
Youth Radio	After School Jobs	\$65,000	G421151
<i>**Youth Radio</i>	<i>Summer Jobs</i>	<i>\$40,000</i>	<i>G421162</i>
Youth Uprising	JJC Wraparound Services	\$175,000	G421174
Youth Uprising	Oakland Street Outreach	\$133,201	G421161
<i>**Youth Uprising</i>	<i>Summer Jobs</i>	<i>\$42,340</i>	<i>G421162</i>

* Non-Measure Y funding

** Approved by Council on May 3, 2011 and therefore not included in this Resolution. Funds were allocated through a separate RFP process

; and

WHEREAS, Measure Y does not require the City to conduct a competitive process to select Measure Y grant recipients; and

WHEREAS, in FY 2010-11, while the City was awaiting the outcome of Measure BB amending the original Measure Y legislation, grantee agreements were renewed in full; and

WHEREAS, full revenues for Measure Y in FY 10-11 will not be realized since parking tax revenue was not collected during the first six months of FY 2010-11, thus leading to an overall deficit in the fund of \$2.75 million and remaining fund balance will be used to reduce the shortfall to \$1.8 million and at the close of this fiscal year general fund revenue will be used to cover the remainder; and

WHEREAS, the Measure Y Reserve contains \$493,512 from grantees who are unable to meet their deliverables, to be allocated at a later time; and now, therefore, be it

RESOLVED: That these agreements do not provide that goods or services be provided to the municipal corporation, City of Oakland. Rather the agreements are for grants to nonprofit programs that serve the public at large. Therefore these agreements are not professional services contracts as defined by City ordinance, and the competitive request for proposal/qualifications process is not required under City ordinance; and be it

FURTHER RESOLVED: That because there is current litigation challenging the City's authority to award grants to nonprofit programs without a competitive request for proposal/qualifications process, in the event that a court were to find that these agreements are subject to a competitive request for proposal/qualifications process, pursuant to Oakland Municipal Code section 2.04.051.B and findings set forth in the City Administrator's report accompanying this item, the City Council finds and determines that is in the best interests of the City to waive the competitive request for proposal/qualifications process for these agreements and so waives the requirement; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to execute grant agreements with the aforementioned service providers in the amounts specified above for a total not to exceed \$5,348,111 for Fiscal Year 2011-12, for the purpose of funding services to at-risk youth and young adults; and be it

FURTHER RESOLVED: These funds will be available in the Measure Y Fund (2251), DHS Administration Organization (78111), and DHS Measure Y Projects (G421151-57; G421159-61; G421165-66; G421169; G421172-75); and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests and related actions which may be necessary in accordance with its basic purpose and to accept and appropriate additional funds if available from Measure Y; and be it

FURTHER RESOLVED: That said agreements shall be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

JUN 7 2011

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

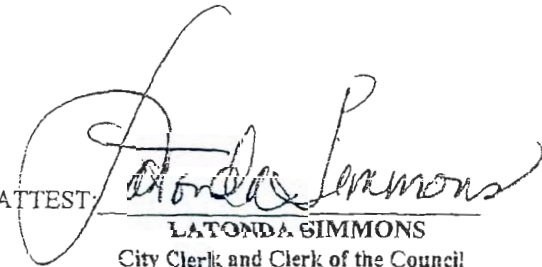
AYES- BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and
PRESIDENT REID - 8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST



LATONDA GIMMONS

City Clerk and Clerk of the Council
of the City of Oakland, California

Measure Y Grantee Services Scope of Work for Fiscal Year 2011-12

A) Description of Services

1. **Oakland Unified School District, Office of Alternative Education (OUSD, AltEd)**, as a provision of receiving **Measure Y funding** from the City of Oakland (City), shall provide gang prevention and intervention services through the Oakland Youth Outreach (OYO) project. This will include the hiring of 1 Project Manager plus direct service providers through California Youth Outreach (OYO) and Project Re-Connect and the provision of services to 50 gang involved youth and 60 parents of children at high risk for gang involvement per year.
2. Oakland Youth Outreach is a Measure Y project that has been funded since February 2007. Therefore few start-up efforts are necessary. Staff are in place and program protocols have been established.
3. Project services will include:
 - a. Youth provided with case management and group services must be recognized as gang involved (see definition on page 4). In addition to being gang involved, the youth must also be on probation, parole, suspended from school, identified by an OUSD Alternative Education principal, and/or a chronic truant. For parent groups, parents/guardians will reside in Central or East Oakland and have a child/children between the ages of 10 and 15.
 - b. Proof of a client's eligibility to receive Measure Y services will include and be kept on file one of the following:
 - i. Proof of Probation status:
 1. An official letter or other document from Probation, Correctional Institution, or Court, indicating the term of the participant's probation
 - ii. Proof of Suspension or Expulsion status, or Out of School (drop out) status:
 1. Notice of suspension showing expulsion or suspensions within one year prior to enrolling in Measure Y services.
 - iii. Proof of Suspected Gang Involvement or Impacted by Gangs
 1. A referral form signed by a principal at one of the Alternative Schools indicating the specific reason for referral (such as associating with known gang members, disciplinary action related to gang issues, chronic truancy of more than 10 absences and suspected gang involvement, etc)
 - iv. Proof of Attendance at Parent Meetings:
 1. Sign in sheet showing addresses and zip codes of parents
 - c. Program elements (detailed on proposal pg 4) include:
 - i. Case management and crisis intervention for 50 gang-involved youth--case management services will maintain a primary focus on retention and the OUSD AltEd schools and successful probation compliance and completion (when appropriate).
 - ii. A total of 50 youth will receive case management services once a week and as often as necessary for the first 30 days and continuing for a subsequent 60+ days based on need or until program completion.
 - iii. Case plans should include the following components: housing needs, work training or placement, support services, developmental needs, short/long term goals, interests and aptitudes. Documentation is maintained regarding the progress the participant is making over time.
 - iv. Life skills trainings for 50 gang-involved youth
 - v. Leadership-based diversion activities for 20 gang-involved youth
 - vi. Parent education and support for 60 parents of youth at risk for gang involvement. This will take place in three 6 week sessions. Each weekly class

will run 2.5 hours in length totaling 18 classes. Parenting hours in total will equal 600 group class hours.

- vii. Organizational capacity building for Oakland organizations working with gang-involved youth
 - viii. Coordination activities through the Interagency Gang Prevention Collaborative (IGPC)
- d. Life skills training (gang re-direct classes) will be lead by CYO in groups of 5-20 youth at each of the 5 AltEd school sites. Life skills training classes will have between 3 and 20 students (will vary from site to site and throughout grant period).
 - e. Duties of staff members and supervision detailed on pages 14-15 project proposal.
4. A total of 50 gang involved youth will be recruited and enrolled in the program. A total of 60 parents will be recruited and enrolled in the program.
 5. Grantee understands that Measure Y funds may not be used to supplant other funds. Measure Y funds may be used to expand or enhance existing programs or to initiate new services or programs.
 6. Grantee shall provide services to Oakland residents only with Measure Y funds, unless given authority to provide services to non-residents by City of Oakland, Department of Human Services staff for a specific reason (ie. safety of participant).

B) Mandatory meetings

Grantee shall appoint an appropriate staff member to attend and participate in the following meetings. Failure to attend mandatory meetings can result in the reduction of as much as 5% of the scheduled payment for that fiscal quarter.

1. Measure Y Area Provider Network (ie. "Y" team) for appropriate area of Oakland.
2. Grantee shall appoint appropriate staff members to attend the mandatory quarterly meetings of Measure Y grantees held by the City of Oakland, Department of Human Services and/or the Measure Y evaluator.
3. Grantee shall attend at least four (4) NCPC meetings, assigned by DHS, to make presentations about the Measure Y Violence Prevention Programs, and the work their agency is funded for. If grantee must change the NCPC assignment, approval must be received from DHS.

C) Reporting, Documentation and Evaluation Requirements

The Grantee shall submit the following reports, at the time and in the number of copies specified to the project officer designated in this Agreement. If requested to do so by the project officer, the Grantee shall present an oral briefing on any report submitted.

1. **Progress reports** - Reports should address progress in terms of program implementation and completing the tasks specified above, plans for the resolution of any problems which may arise and, if necessary, an updated work plan for the remainder of the contract period as documented in the CitySpan database.
 - a. Grantee will provide four (4) quarterly Progress Reports via the Cityspan database by Friday, October 7, 2011 (1st quarter), Friday, January 6, 2012 (2nd quarter), Friday, April 6, 2012 (3rd quarter), and Tuesday, July 31, 2012 (final report) that compile program data on grante agreement deliverables and other measurables listed in section E (below), as well as other program data requested for the purpose of evaluation, including but not limited to, client demographics, and client service dosages.

2. **Data** - Data collection will include measurable data related to outcomes including any viable information on: a) criminal convictions; b) school attendance; and c) school re-entry. This information may be supplemented by data from institutional partners such as Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.
3. **Evaluation** - Grantee agrees to comply with data requests from the Measure Y outside evaluation provider as well as from the Measure Y internal process evaluator from the City Administrator's Office. Grantee is required to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee agrees to participate and assist in all evaluation activities prescribed by the Measure Y outside evaluator, including but not limited to site visits, surveys, assessments and interviews. Grantee agrees to communicate with Measure Y outside evaluator in a timely fashion.
4. **Consent Forms** - Grantee will make every attempt to collect signed Release of Information forms for every client for whom individual level services are provided (and for minors, their parent/guardian or legal designee if they are a ward of the Court) giving consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District, Alameda County Probation, and the Calif. Department of Corrections and Rehabilitation. The City of Oakland, Department of Human Services reserves the right to withhold quarterly payments to the grantee if the grantee does not demonstrate a sufficient effort to collect consent forms from each participant for whom individual level services are provided.
5. **Grievance Procedures** - Grantee will provide a formal procedure for clients to express and resolve grievances, including denial of services. The grievance procedure will be made available to all clients, either through posting or through the client intake process and documented in the client's file.
6. **Match** - The Grantee will provide documentation of the twenty-percent (20%) match total amount of Measure Y funds from July 1, 2011 - June 30, 2012 to the City of Oakland, Department of Human Services by Friday, April 6, 2012.
7. **Lead Agencies and Fiscal Sponsors** - Please refer to page 9 of the Measure Y Grantee Manual for a list of required guidelines in the monitoring of sub-grantees.
8. **Service Provision Documentation** - Grantee is required to keep on file all documentation related to the enrollment and services provided to each participant or event. Documentation includes the following and will be examined by City of Oakland, DHS staff during site visits and file review visits:
 - a. Street Outreach - a log that includes the time, date, location, number of staff and number of people served at each street outreach event is kept on file for at least five years after the end date of this contract.
 - b. General Outreach - a log that includes the time, date, location, number of staff and number of people served for each general outreach event is kept on file for at least five years after the end date of this contract.
 - c. Trainings - a sign-in sheet with the time and date of the event and signatures of each participant kept on file for at least five years after the end date of this contract.
 - d. Intensive Outreach - a file for each participant that includes an intake form, a log of intensive outreach services with the date and time of each contact, eligibility documentation (see Section A, 3, b. of this document for proper eligibility), and a Measure Y consent form kept on file for at least five years after the end date of this grant agreement.
 - e. Group services - a sign in sheet for each group session held must include the time, date, location and the names with signatures for each participant served is kept on file for at

least five years after the end date of this contract. Eligibility and consent forms for each participant must also be maintained for at least five years after the end date of this contract.

- f. Employment services – job retention verification, incentive/stipend logs, eligibility and consent forms for each participant must also be maintained for at least five years after the end date of this contract
- g. Case management and mental health sessions—a file for each participant that includes an intake form and/or an assessment form (submitted to DHS for review), eligibility documentation (see Section A, 3, b. of this document for proper eligibility), a case plan (for case managed participants) and a Measure Y consent form kept on file for at least five years after the end date of this contract. Every contact that is inputted into CitySpan database should have a case note and those case notes should be more than one line but should be concise and kept in the participant/client file or within the CitySpan database. Case notes should include the date of the contact, the length of the contact, items discussed, progress made in reaching the goals of their case plan (for case managed participants) and the staff member involved. Case notes should be legible, use acceptable grammar and abbreviations should be used carefully.

D) Payment

1. The City agrees to pay the Grantee a sum not to exceed One hundred seventy seven six hundred dollars (\$177,600) funded by the budgeted revenues from tax proceeds of the Violence Prevention and Public Safety Act of 2004 for the performance of grantee deliverables and project outcomes. Payment shall be for all of the Grantee's services, materials, supplies, equipment, administration and other operating expenses of the Grantee subject and applicable to and allowable under this Agreement.
2. The Grantee shall submit invoices for services according to the schedule set forth below. The Grantee shall adhere to the instructions and procedures to be provided and revised, from time to time, by the City of Oakland.
3. Grantee's invoice. The Grantee will submit an invoice every quarter with the progress report via the City Span database. The invoice will be generated and include a budget summary of expenses incurred, an update on the completion of scheduled deliverables, and any other information or documentation required by this Agreement.
4. Upon receipt, review and approval of the Grantee's invoice, the City shall within 30 calendar days, pay the Grantee for satisfactory completion of the services or "deliverables" as outlined in the deliverables table below. The City or its designee will determine whether the deliverables have been satisfactorily completed and warrant the scheduled payment to the Grantee. To make its determination, the City will require four (4) reports confirming compliance with service goals established by this Agreement.
5. This is a **performance based grant** and, therefore, the Grantee's failure to satisfactorily render the deliverables due as indicated on the schedule below may result in a reduction in payment, suspension of payment, termination of this Agreement, and disqualification from contracting for or receiving funds from the City during the next twelve months.
6. The total sum of \$ 177,600 shall be inclusive of any and all applicable federal, state and local taxes.

E) Schedule for Reporting and Invoicing

Report	Date of Deliverable & Payment	Payment Amount
Advance due upon execution of the contract	July 1, 2011	\$35,520
Submit Quarterly Progress Report documenting achievement of Quarter 1 deliverables	October 7, 2011	\$35,520
Submit Quarterly Progress Report documenting achievement of Quarter 2 deliverables	January 6, 2012	\$35,520
Submit Quarterly Progress Report documenting achievement of Quarter 3 deliverables	April 6, 2012	\$35,520
Submit Final Progress Report documenting achievement of deliverables for the entire contract	July 31, 2012	\$35,520
Total Amount:		\$177,600

F) Schedule for Deliverables and Payment for July 1, 2011 – June 30, 2012.

Benchmarks to be achieved	Quarter 1: Ends Sept 30, 2011	Quarter 2: Ends Dec 31, 20101	Quarter 3: Ends March 31, 2012	Quarter 4: Ends June 30, 2012
Deliverables (for which payment is based)				
# of clients enrolled in Violence Prevention groups (enrolled in Gang-Redirect Classes)	10	25	40	50
# of Violence Prevention group sessions held (Number of Gang-Redirect Classes Conducted)	15	30	45	60
# of clients enrolled in School Based case management	20	40	50	50
# of School Based case management client hours	125	450	750	1000
# of clients enrolled in groups (parenting classes)	20	40	40	60
# of group session client hours (number of hours of parenting classes)	175	375	375	600
# of presentations at NCPC meetings	1	2	3	4
# of client pre-surveys completed			75%	
Other Measurables (for which payment is not based)				
IGPC Collaborative Meetings	1	2	3	4
# of group sessions held (number of parenting classes)	6	12	12	18

Definitions:

General outreach: efforts to contact and engage a participant about whom nothing is known. This may include outreach events, street engagement, presentations at schools, et cetera.

Intensive outreach: efforts to contact and engage specific participants (i.e. at least their name and perhaps some other information about them is known). This can be thought of as the "engagement" work to bring a youth into a program. Time spent trying to locate, as well as meeting with, the participant, or his/her family and teachers, counts as intensive outreach.

Case Management: Activities once an enrolled youth has been assessed and assigned to a case manager who then develops and follows up on a service/case plan with the youth. Regular in person contact with the participant is maintained by the case manager over an extended period of time and efforts are made to move the participant toward the goals set out in the service/case plan. Referrals and assistance with improving the participant's school, home and community experience are made in accordance with the best practices in providing high risk youth with case management. Documentation is maintained (see Section C., 7, g. above) regarding the progress the participant is making over time.

Measure Y: Lead Agency Budget (2)
Fiscal Year- July 1, 2011 - June 30, 2012

Lead Organization Name: Oakland Unified School District Office of Alternative Education

PLEASE FILL IN YELLOW CELLS ONLY

I. DIRECT COSTS			Measure Y Request- 07-01-11 thru 06-30-12	Match - minimum 20% of annual amount	Total Project Budget
A. PERSONNEL					
Lead Agency Positions	Annual Salary	%FTE on project			
OUSD AltEd Coordinator	\$ 96,000	5%	\$ -	\$ 4,800	\$ 4,800
Project Coordinator	\$ 65,000	40%	\$ 26,000		\$ 26,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal			\$ 26,000	\$ 4,800	\$ 30,800
Fringe Benefits & Rate	rate:	20%	\$ 5,200	\$ 960	\$ 6,160
SUBTOTAL			\$ 31,200	\$ 5,760	\$ 36,960
B. OTHER DIRECT COSTS					
Refreshments			2,267		2,267
ART classes with follow up case management				35,520	35,520
General Office Supplies/Software			2,000		2,000
Program Materials and Supplies			2,000		2,000
SUBTOTAL			\$ 6,267	\$ 35,520	\$ 41,787
C. WAGES, STIPENDS, and FLEXIBLE FUNDS					
	Amount	# of clients			
Wages (wage/hr x # hours)					\$ -
Stipend					\$ -
Flexible funds/ client incentives				\$ -	\$ -
SUBTOTAL			\$ -	\$ -	\$ -
D. SUBGRANTEES					
California Youth Outreach			95,000	17,433	\$ 112,433
Project ReConnect			37,893	5,000	\$ 42,893
			-	-	\$ -
SUBTOTAL			\$ 132,893	\$ 22,433	\$ 155,326
II. INDIRECT COSTS					
May not exceed 10% of ENTIRE Measure Y direct costs (including Subgrantee budgets)	Rate:				
		4.25%	\$ 7,240	\$ -	\$ 7,240
GRAND TOTAL			\$ 177,600	\$ 63,713	\$ 241,313

1 - SUBGRANTEE BUDGET					
Fiscal Year- July 1, 2011 - June 30, 2012					
Subgrantee Name:		California Youth Outreach--Oakland Inc.			
PLEASE FILL IN YELLOW CELLS ONLY					
I. DIRECT COSTS			Measure Y Request- 07-01-11 thru 06-30-12	Match - at least 20% of total annual amount	Total Project Budget
A. PERSONNEL					
Lead Agency Positions	Annual Salary	% FTE on project			
Executive Director	\$65,000	5.0%	\$ -	\$ 3,250	\$ 3,250
Program Manager	\$55,557	25.0%	\$ 11,111	\$ 2,778	\$ 13,889
YIS #1	\$37,440	83.3%	\$ 31,200	\$ -	\$ 31,200
YIS #2	\$31,200	83.3%	\$ 26,000	\$ -	\$ 26,000
Subtotal			\$ 68,311	\$ 6,028	\$ 74,339
Fringe Benefits & Rate	rate:	20%	\$ 13,662	\$ 1,206	\$ 14,868
SUBTOTAL			\$ 81,974	\$ 7,233	\$ 89,207
B. OTHER DIRECT COSTS					
Equipment/Computer Upgrades			-	\$ -	-
Office Rent			-	\$ 1,800	1,800
General Office Supplies/Software			40	\$ 500	540
Printing/Uniforms			500	\$ -	500
Program Materials and Supplies			250	\$ 250	500
Telephone/Internet/Communications			1,200	\$ 600	1,800
Travel/Transportation			2,400	\$ -	2,400
Staff Training			-	\$ 3,750	3,750
Professional Fees - Bookkeeping			-	2,400	2,400
Insurance Expenses			-	600	600
SUBTOTAL			\$ 4,390	\$ 9,900	\$ 14,290
C. WAGES, STIPENDS, and FLEXIBLE FUNDS					
	Amount	# of clients		Other Sources	
Wages (wage/hr x # hours)					\$ -
Stipend					\$ -
Flexible funds/ client incentives			\$ -	\$ 300.00	\$ 300
SUBTOTAL			\$ -	\$ 300	\$ 300
TOTAL DIRECT COSTS			\$ -	\$ 300	\$ 300
II. INDIRECT COSTS			86,364	17,433	103,797
May not exceed 10% of ENTIRE Measure Y direct costs (including Lead Agency and other Subgrantees)			8,636	1,743	10,379
GRAND TOTAL			\$ 95,000	\$ 19,177	\$ 114,177

2- SUBGRANTEE BUDGET

Fiscal Year- July 1, 2011 - June 30, 2012

Subgrantee Name:	Project Reconnect			
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PLEASE FILL IN YELLOW CELLS ONLY

I. DIRECT COSTS			Measure Y Request- 07-01-11 thru 06-30-12	Match - at least 20% of total annual amount	Total Project Budget
A. PERSONNEL					
Lead Agency Positions	Annual Salary	% FTE on project			
Executive Director	\$ 72,000	6%	\$ 3,960		\$ 3,960
Program Manager	\$ 45,000	22%	\$ 9,900		\$ 9,900
Bilingual Educator	\$33.14/hour	hrs x 36 w	\$ 7,158		\$ 7,158
Parent Educator	\$20/hour	hrs x 32 w	\$ 3,840		\$ 3,840
Admin Assitant	\$ 10,000	10%	\$ 1,000		\$ 1,000
Childcare Assists (2)	11.20/hour	hrs x 28 w	\$ 1,881		\$ 1,881
Clinical Intern	\$10/hour	50 hrs x 10 mos		\$ 5,000	\$ 5,000
Subtotal			\$ 27,739	\$ 5,000	\$ 32,739
Fringe Benefits & Rate	rate:	14%	\$ 3,884	\$ -	\$ 3,884
SUBTOTAL			\$ 31,623	\$ 5,000	\$ 36,623
B. OTHER DIRECT COSTS					
Duplicating/Copying					-
Equipment/Computer Upgrades					-
Office Rent					-
Facility/Classroom Rental					-
General Office Supplies/Software					-
Postage					-
Program Materials and Supplies			3,270		3,270
Telephone/Internet/Communications					-
Travel/Transportation					-
Staff Training					-
Consultants					-
SUBTOTAL			\$ 3,270	\$ -	\$ 3,270
C. WAGES, STIPENDS, and FLEXIBLE FUNDS					
	Amount	# of clients		Other Sources	
Wages (wage/hr x # hours)					\$ -
Stipend					\$ -
Flexible funds/ client incentives	\$ 50.00	60	\$ 3,000.00		\$ 3,000
SUBTOTAL			\$ 3,000	\$ -	\$ 3,000
TOTAL DIRECT COSTS			\$ 37,893	\$ 5,000	\$ 42,893
II. INDIRECT COSTS					
May not exceed 10% of ENTIRE Measure Y direct costs (including Lead Agency and other Subgrantees)					\$ -
GRAND TOTAL			\$ 37,893	\$ 5,000	\$ 42,893

OUSD Alternative Education Lead Agency Budget Narrative

I. Direct Costs

A. Personnel

OUSD Alternative Education Coordinator, Monica Vaughan will provide overall supervision for the project and leadership of the OYO Collaborative, spending an Estimated .05 FTE of her time as a match to this project, valued at \$4,800 of a \$96,000 annual salary.

OYO Project Coordinator Shirley Yee is responsible for the OYO Project's day-to-day implementation under the oversight of the OUSD AltEd Coordinator and OYO Collaborative. She will coordinate cross-agency collaboration and data collection and report to the grantor. Her base salary is \$65,000 and she will be spending 40% of her time on the project for 12 months, for which we are requesting \$26,000 from Measure Y funds.

The subtotal for salary costs covered by Measure Y funds is \$26,000. Fringe benefits are calculated at 20% of this total, or \$5,200 plus \$960 match for the AltEd Coordinator's benefits. The combined total request for salary and benefits is \$31,200, matched by \$5,760.

B. Other Direct Costs

We are budgeting \$2,000 for office supplies for the program staff members' use in day-to-day program management, communications with partners, and reporting.

The program materials and supplies a budget of \$2,000 will cover costs of materials for the Gang Redirect courses to be taught at each site, plus materials for staff in-service trainings.

\$2,267 is budgeted for refreshments for meetings of the OYO collaborative, for staff trainings, and for gang-involved youth to attend meetings, Gang Redirect workshops, and other project activities.

This is matched by \$35,520 in OUSD AltEd funding, derived from a CalGrip grant administered by the City of Oakland Department of Human Services, which will be used to provide Aggression Replacement Training classes with follow up case management hours for gang involved youth at the alternative schools. An additional \$5,760 will be matched by OUSD funded salary and benefits for 5% Alternative Education Coordinator.

C. Wages, Stipends, and Flexible Funds

Funds for client incentives are included in the CYO and PRC subgrantee budgets.

D. Subgrantees

\$95,000 is budgeted for subcontracting with California Youth Outreach to implement gang intervention programming, matched by \$19,177.

\$37,897 is budgeted for subcontracting with Project Reconnect to implement gang prevention programming, matched by \$5,000.

II. Indirect Costs: Applying OUSD's required 4.25% indirect rate to the \$177,600 grant amounts to \$7,240 in indirect costs. Combining these indirect costs with the \$8,636 in CYO indirect costs results in a total of \$15,876 to be funded through Measure Y.

Grand Total: Combined direct and indirect costs total \$177,600.

Matching funding provided by the Lead Agency and two subgrantees amounts to \$63,713.



Schedule B-2 – Arizona Resolution
To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #82727

(1) Business Name Oakland Unified School District

(2) Business Contact Person: (Name/Title) Vernon Hal

(3) Business Contact Person: (Phone/E-mail) Vernon.Hal@ousd.k12.ca.us

(4) Business Headquarters Address 1025 Second Avenue, Oakland, CA 94606

(5) Existing contracts with the City? Yes No If Yes, please list title and agency below:

(6) The above named company is currently responding to the following contract opportunity:

Title: _____

Project Number: _____

Name of City Contact/Project Manager/Agency/Department _____

Phone/ e-mail _____

A

I declare under penalty of perjury that my company is NOT headquartered in Arizona

Signed (Business Owner) _____

Date 6/24/11

Jacqueline P. Minor, General Counsel

Oakland Unified School District

B

* I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because

(Please use attachments if additional space is needed).

Signed (Business Owner) _____

Date _____

* Excerpt: (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility , and



DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

The Contractor certifies that it will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

NUCLEAR FREE ZONE DISCLOSURE

I certify that: A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland; B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.



NUCLEAR FREE ZONE DISCLOSURE
(This form is to be completed by the prime consultant)

I, Jacqueline P. Minor, the undersigned, a
(Name)
General Counsel of Oakland Unified School District
(Title) (Business Entity)
(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

I declare that the foregoing is true and correct to the best of my knowledge.

8/02/2011
(Date)
J. Minor
(Signature and Name)
Oakland Unified School District
(Name of Business Entity)
1025 Second Avenue, Rm 406
(Street Address)
Oakland, CA 94606
(City, State and Zip Code)

(Name of Parent Company)



AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION

(For use by all City agencies and departments for professional services contracts)

To be completed by the prime consultant

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Jacqueline P. Minor
Signature
General Counsel
(Title)

8/9/2011
Date

Oakland Unified School District
(Name of Firm)

1025 - 2nd Avenue
(Street Address)

Oakland CA 94606
(City, State and Zip Code)



Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they submit bids, proposals or applications for a City or Agency contract or transaction involving:

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.

Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland or Redevelopment Agency, (2) could result in a new claim or new lawsuit against the City of Oakland or Redevelopment Agency, or (3) could result in a cross-complaint or any other action to make the City of Oakland or Redevelopment Agency a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Oakland Redevelopment Agency.

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

Individuals, Businesses or other entities should respond below:

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or Oakland Redevelopment Agency?

No Yes (check one)

2. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

Administering Department/Division: _____

Issues: _____

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

Administering Department/Division: _____

Issues: _____

(check) Additional Disputes listed on Attachment

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature: J. Minor

Print Name: Jacqueline P. Minor

Title: General Counsel Date: 6/24/11

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an Original Revised form (check one). If original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Oakland Unified School District Phone 510-879-8535

Street Address 1025 Second Avenue, Rm 406 City Oakland, State CA Zip 94606

Type of Submission (check one) Bid Proposal Qualification Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name N/A Phone - -

Street Address _____ City _____, State _____ Zip _____


The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.



Signature

6/20/2011
Date

Jacqueline P. Minor
Print Name of Signer

General Counsel
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: / / By _____

Date Entered on Contractor Database: / / By _____

Memo



Department of Contracting and Purchasing

Social Equity--Contract Compliance Division

To: Debra Chester
From: Ernestine Nettles, Contract Compliance Officer Assistant *Ernestine Nettles*
Cc: File
Date: August 11, 2011
Re: **Living Wage Ordinance (LWO) /Equal Benefits Ordinance (EBO)**
Compliance Analysis of: Oakland Unified School District Alternative Education

The Department of Contracting and Purchasing, Social Equity Division, Contract Compliance, reviewed the professional or specialized service agreement for the above referenced City Financial Assistance Recipient (CFAR).

Based on our review of the documentation submitted, it has been determined that the above reference firm is in compliance with the LWO and EBO requirements of the City of Oakland.

If you have any questions or need additional information, please contact me at ext. 6160.

CITY OF OAKLAND DEPARTMENT OF CONTRACTING AND PURCHASING

WORK ORDER – SOCIAL EQUITY

Please submit a completed WORK ORDER to initiate services.

Agency **City of Oakland** Department of Human Services / Measure Y
 Project Manager Debra Chester Extension 3718 Email dchester@oaklandnet.com
 Name of Project Gang Intervention Project # G421175
 Name of Consultant OUSD Alternative Education
 Federal Project ___ Yes ___ x No Formal Project ___ Yes ___ Non-Emergency ___ Emergency **X** ASAP
 Type of Contract: ___ Construction ___ Construction/Design-Build ___ Professional Services ___ x RFP ___ RFQ

PROJECT BUDGET	AMOUNT	FUND	ORG	ACCOUNT	PROJECT	PROGRAM
Postage						
Advertising						
Contractor's Payment	\$177,600	2251	78111	54919	G421175	PS37
Duplicating						

Please check one or more boxes below and provide details if needed

CONTRACT COMPLIANCE

- Compliance Analysis (L/SLBE)
- DBE or ACTA Goal Setting
- Compliance Review of RFP/RFQ/NIB
- Equal Benefits (EBO) or Living Wage (LWO)**
- Investigate Non-Compliances
- Special CEDA Request _____
- CDBG Compliance/Document Review
- Other _____
- Pre-Bid Date Preference ___/___/___
- Bid Due Date Preference ___/___/___
- Pre-Award Meeting Date ___/___/___

LOCAL EMPLOYMENT/15% APPRENTICESHIP

- Compliance Analysis (___ LEP) (___ 15% Apprenticeship)
- Certified Payroll
- Referral of Oakland Resident
- Special CEDA Request _____
- Other _____
- Pre Proposal Date Preference ___/___/___
- Submittal Due Date Preference ___/___/___
- Post Award Meeting Date Preference ___/___/___

Estimated Timelines (may be adjusted):

Emergency Request 2 days
 Compliance Analysis 5 – 10 days
 Full Contract Process Determined at meeting

Document Review 5 days
 DBE, ACTA Goal Setting 10 days

AUG 09 2011 16:25

NOTE: Emergencies require approval of the requesting agency head. If 5 or more requests are submitted (at once) by one project manager/administrator, the requester MUST negotiate completion time lines with the DCP Director or designee.

FOR INTERNAL USE ONLY

Work Order # 134543 Lead Staff: Ernestine
 Date Received 8/9/11 Date Assigned: 8/9/11 Date Completed: 08/11/11
 Forwarded for Further Action To: ___ Social Equity/CC ___ Social Equity/LE ___ Purchasing ___ Admin
 Date Forwarded ___/___/___ Date Assigned ___/___/___ Date Completed ___/___/___
 Returned to Sender (incomplete) Date Returned ___/___/___ Date Received ___/___/___

**Schedule N-1: Equal Benefits – Declaration of
Nondiscrimination/Equal Access**
(Completed by the Prime Contractor ONLY)

Section A. Vendor/Contractor/Consultant/CFAR¹ Information

Name of Company Oakland Unified School District
 Name of Company Contact Jacqueline P. Minor
 Address 1025 Second Avenue, Rm 406
 City Oakland State CA Zip 94606
 Phone Number (510) 879-8535 Fax Number (510) 879-1833
 Vendor Number _____ Federal ID or Social Security Number 94-6000385
 Approximate Number of Employees in the U.S. 5,000
 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No
 Union Name(s) OEA, SEIU, AFSCME, Building Traders, CSEA, AFT, Teamsters, UAOS

Section B. Compliance

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) Yes No
 Does your company provide or offer access to any benefits to employees with domestic partners²? (Please check one) Yes No

Section C. Compliance

Please check each benefit that applies

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health		X	X		
Dental		X	X		
Vision		X	X		
Retirement (Pension, 401K, etc)	X				
Bereavement	X				
Family Leave	X				
Parental Leave	X				
Employee Assistance Program				X	
Relocation & Travel				X	
Company Discount, Facilities & Events	X				
Credit Union				X	
Child Care				X	
Other					

Signature: *J. P. Minor*

Date: 8/02/2011

¹ CFAR is a City Financial Recipient

² Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry



Schedule N

DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11.15 per hour with health benefits, or \$12.82 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, 2011, rates will be \$11.35 with benefits and \$13.05 without benefits. The contractor or CFAR further agree:**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the Earned Income Tax Outreach Kit at 222.cbpp.or/eic/2010.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire: Please respond to the following questions:		
Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,800	
(2) How many of your permanent employees are paid above the Living Wage rate?	ALL	
(3) How many of your permanent employees are paid below the Living Wage rate?	0	
(4) Number of compensated days off per employee?(Refer to item "a" above)	per CBAs*	
(5) Number of trainees in your company?	0	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A	

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Oakland Unified School District
Company Name

1025- 2nd Avenue
Address

415 879-0000 7/5/11
Area Code Phone Date

J. Minor
Signature of Authorized Representative

Jacqueline P. Minor
Type or Print Name

General Counsel
Type or Print Title



City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to

Oakland Unified School District

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Deborah Barnes

Deborah Barnes

Contract Compliance & Employment Services Manager

September 28, 2006

Date

EEO Statistical Report

As of Date: 6/1/2011

STAFF TOTALS

MALE

FEMALE

Classification	Total	MALE					FEMALE					Oakland Residents
		White	Black	Hispanic	Asian/ Pacific Island	AmerInd/ Aslakan/Nat	White	Black	Hispanic	Asian/ Pacific Island	AmerInd/ Aslakan/Nat	
A. FULL-TIME STAFF												
1. Officials, Admin & Mgrs	146.00	29.00	20.00	6.00	7.00	-	30.00	32.00	10.00	12.00	-	60.00
2. Principals	95.00	15.00	15.00	2.00	3.00	-	12.00	32.00	9.00	7.00	-	45.00
3. Assistant Principals Teaching	-	-	-	-	-	-	-	-	-	-	-	-
4. Assistant Principals Non-Teaching	37.00	7.00	8.00	2.00	1.00	-	3.00	12.00	3.00	1.00	-	17.00
5. Elementary Classroom Teachers	903.00	86.00	20.00	30.00	19.00	-	370.00	148.00	100.00	128.00	2.00	461.00
6. Secondary Classroom Teachers	731.00	186.00	65.00	35.00	36.00	-	211.00	99.00	44.00	54.00	1.00	384.00
7. Other Classroom Teachers	584.00	99.00	30.00	12.00	11.00	-	232.00	110.00	38.00	48.00	4.00	298.00
8. Guidance	26.00	2.00	-	2.00	1.00	-	7.00	8.00	3.00	2.00	1.00	12.00
9. Psychological	50.00	4.00	2.00	1.00	-	-	27.00	3.00	5.00	7.00	1.00	17.00
0. Librarians/Audio Visual	3.00	-	-	-	-	-	1.00	1.00	-	1.00	-	-
1. Consultants & Supv of Instruction	1.00	-	-	-	-	-	-	1.00	-	-	-	1.00
2. Other Professional Staff	166.00	10.00	9.00	7.00	10.00	-	40.00	39.00	18.00	33.00	-	64.00
3. Teachers Aides	38.00	1.00	5.00	1.00	1.00	-	2.00	15.00	10.00	3.00	-	19.00
4. Technicians	35.00	6.00	5.00	5.00	7.00	-	3.00	4.00	1.00	4.00	-	10.00
5. Clerical/Secretarial Staff	319.00	6.00	12.00	8.00	4.00	-	22.00	141.00	85.00	35.00	6.00	183.00
6. Service Workers	381.00	4.00	169.00	13.00	33.00	1.00	3.00	119.00	20.00	18.00	1.00	251.00
7. Skilled Crafts	67.00	22.00	18.00	12.00	9.00	2.00	3.00	-	1.00	-	-	18.00
8. Laborers, Unskilled	31.00	6.00	11.00	8.00	5.00	-	-	1.00	-	-	-	11.00
9. TOTAL(1-18)	3,613.00	483.00	389.00	144.00	147.00	3.00	966.00	765.00	347.00	353.00	16.00	1,851.00
B. PART-TIME STAFF												
0. Professional Instructional	169.00	20.00	4.00	1.00	2.00	1.00	103.00	16.00	7.00	15.00	-	82.00
1. All Other	877.00	27.00	64.00	14.00	31.00	-	91.00	388.00	117.00	142.00	3.00	1.00
2. TOTAL(20-21)	1,046.00	47.00	68.00	15.00	33.00	1.00	194.00	404.00	124.00	157.00	3.00	83.00
C. NEW HIRES (JULY THRU SEPT OF SURVEY YEAR)												
3. Officials, Admin & Mgrs	4.00	-	1.00	2.00	-	-	1.00	-	-	-	-	2.00
4. Principals/Asst Principals	2.00	-	1.00	-	-	-	-	1.00	-	-	-	-
5. Classroom Teachers	163.00	27.00	3.00	3.00	5.00	-	77.00	10.00	15.00	21.00	2.00	99.00
6. Other Professional Staff	10.00	-	-	1.00	-	-	3.00	3.00	-	3.00	-	3.00
7. Nonprofessional Staff	24.00	1.00	6.00	2.00	2.00	-	2.00	8.00	2.00	1.00	-	14.00
8. TOTAL(23-27)	203.00	28.00	11.00	8.00	7.00	-	83.00	22.00	17.00	25.00	2.00	118.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

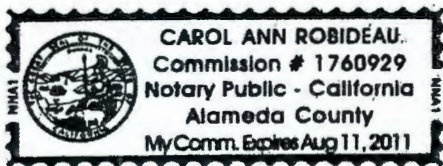
County of Alameda }

On August 9, 2011 before me, Carol Ann Robideau
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jacqueline Minor
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Carol Ann Robideau
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

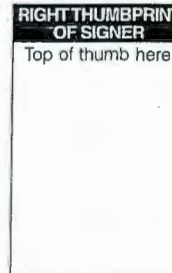
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CERTIFICATE OF COVERAGE

07/01/2011

ENTITY: Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	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 SELF-INSURED AFFORDING COVERAGE Nor-Cal ReLiEF JPA (Excess Coverage) A Star Insurance Company (Excess WC Coverage) B Maiden Reinsurance Corporation (Excess WC Coverage) B
INSURED OAKLAND UNIFIED SCHOOL DISTRICT SELF-INSURED	_____ _____ _____

Oakland Unified School District is permissibly self-insured for all losses pursuant to California Education Code Section 17566. The District's election in this regard is sufficient to satisfy any and all legal obligations that require it to provide evidence of Liability or property damage insurance. The provision of the insurance evidenced herein shall apply to claims, costs, injuries or damages but only in proportion and to the extent such claims, costs, injuries and damages are caused by or result from the negligent acts or omissions of the Oakland Unified School District, its officers, agents, or employees. It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the certificate holder is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the certificate holder by the District requires a showing of direct liability to a third party by the District.

Co.	TYPE OF COVERAGE	POLICY NO.	EFFECTIVE DATE	SELF INSURED RETENTION	LIMITS
A	Comprehensive General Liability	Self-Insured NCR MOC # NCR0171103	7/1/11 - 6/30/12	\$ 250,000.00	\$ 1,000,000.00
A	Automobile Liability	Self-Insured NCR MOC # NCR0171103	7/1/11- 6/30/12	\$ 250,000.00	\$ 1,000,000.00
A	Property Coverage	Self-Insured NCR MOC # NCR0171103	7/1/11 - 6/30/12	\$ 250,000.00	\$ 250,000,000.00
B	Workers' Compensation	Self-Insured STAR #WCE039188311 MRC #AM00010402011	7/1/11 - 6/30/12	\$ 350,000.00	\$ 100,000,000.00

DESCRIPTION OF OPERATION/LOCATION/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 THIS IS TO CERTIFY THAT THE COVERAGES LISTED ABOVE HAVE BEEN ESTABLISHED BY THE OAKLAND UNIFIED SCHOOL DISTRICT, BOARD OF EDUCATION FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. * Except ten (10) days notice of cancellation for nonpayment of premium

Oakland Unified School District hereby names the City of Oakland, its council members, directors, officers, Agents and employees as Additional insureds but only with respect to liability arising out of acts and omissions of Oakland Unified School District's officers, agents, and employees.

EFFECTIVE DATES: 7/01/11 to 6/30/12
 LOCATION OF ACTIVITY: Multiple OUSD Educational Sites: Office of Superintendent, 1025 Second Ave., Oakland, CA
 DESCRIPTION OF ACTIVITY: Measure Y Second Step Violence Prevention Grant - Student, Parent Staff Violence Prevention Activities

CERTIFICATE HOLDER
 City of Oakland
 Measure Y Funds
 150 Frank H. Ogawa Plaza, 4th floor
 Oakland, CA 94612
 Attn: Debra Chester



CANCELLATION... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE * TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

* Except ten (10) days notice of cancellation for nonpayment of premium

Reginald L. Crowell, J. D.
 Reginald L. Crowell, J. D.
 Risk Management Officer