

File ID Number	12-2829
Introduction Date	11-14-12
Enactment Number	12-2844
Enactment Date	11-14-12
By	4



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

November 14, 2012

To: Board of Education

From: Tony Smith, Superintendent
 Maria Santos, Deputy Superintendent of Instruction, Leadership & Equity-in-Action
 Curtiss Sarikey, Associate Superintendent of Family, School, and Community Partnerships Department
 Barbara McClung, Coordinator, Behavioral Health Department
 David Yusem, Program Manager, Restorative Justice

Subject: Amendment No. 2 - Grant Contract for Oakland Fund for Children and Youth (OFCY)

ACTION REQUESTED:

Adoption by the Board of Education of Amendment No. 2, Grant Contract from Oakland Fund for Children and Youth providing funding for conflict resolution and peer mediation at Alliance Academy, Barack Obama Academy, Bret Harte, Claremont, Coliseum College Preparatory, Madison, Montera, Roots International Academy, and Westlake Middle Schools, increasing Reserve Account by the amount of \$120,256.00, increasing encumbered amount from \$240,157.00 to \$360,413.00, for the period of July 1, 2012 through June 30, 2013, pursuant to the terms and conditions thereof, if any. All other terms and conditions of the Agreement remain in full force and effect.

BACKGROUND:

Grant Contract amendment for OUSD middle schools for the 2012-2013 fiscal year that benefit the Leadership Curriculum Instruction Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets for review through the Board Secretary's Office and will be electronically available within one week of the board meeting through Legistar.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
12-2829	Yes	Grant	Leadership Curriculum Instruction/Violence Prevention/Conflict Resolution Program for middle schools.	Conflict Resolution and Peer Mediation increases positive school climate through reductions violence, suspensions and increase pro-social behavior.	July 1, 2012 -June 30, 2013	City of Oakland/Oakland Fund for Children and Youth (OFCY)	\$120,256.00

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

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

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$120,256.00

RECOMMENDATION:

Approval and support by the Board of Education of District grant applicant submitting a grant proposal for OUSD schools for fiscal year 2012-2013 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:

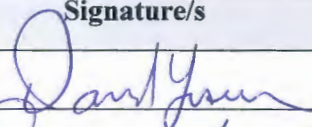
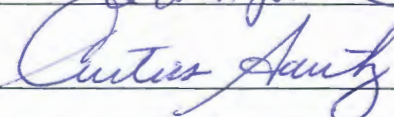
Grant Facesheet
Second Amendment, Grant Agreement
Oakland City Council Resolution
Pre-Contract Disclosure
OFCY Contact Sheet 2012-2013
Schedule B2 - Arizona Resolution #82727
Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act
Schedule U, Compliance Commitment Agreement
Schedule D, Ownership, Ethnicity and Gender Questionnaire
Schedule E, Project Consultant Team Listing
Schedule K, Pending Dispute Disclosure Form
Memo, Department of Contracting - Social Equity--Contract Compliance Division
Work Order - Social Equity
Schedule M - Independent Contractor Questionnaire
Schedule N - Declaration of Compliance - Living Wage Ordinance
City of Oakland, Certificate of Compliance
Schedule O, Contractor Acknowledgement of City of Oakland Campaign Contribution Limits
Schedule Q, Insurance Requirements
Certificate of Insurance
OFCY - Proof of Match Coversheet: FY 2012-2013
Copy of First Amendment, Grant Agreement
Copy of Original Grant Agreement

OUSD Grants Management Face Sheet

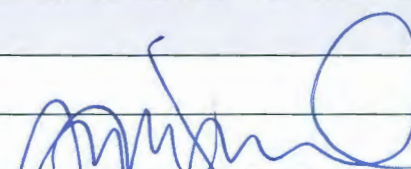
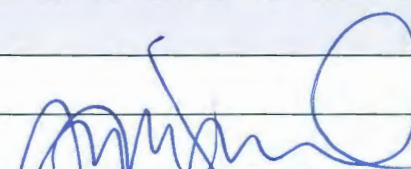
Title of Grant: OFCY – OUSD Conflict Resolution	Funding Cycle Dates: 2010-2013
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) Vernon Hall, Deputy Superintendent OUSD Financial Services 1025 2nd Street Oakland, CA 94606 vernon.hall@ousd.k12.ca.us	Grant Amount for Full Funding Cycle: \$360,413.00
Funding Agency: Oakland Fund for Children and Youth	Grant Focus: This is an amendment to a pre-existing grant. OFCY increased the last year of a three year grant by 4%
List all School(s) or Department(s) to be Served: Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, James Madison, Montera, and Westlake Middle Schools	

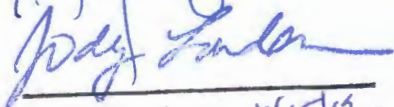
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Conflict Resolution — Peer Mediation <i>increases</i> positive school climate through reductions in violence, reductions in suspensions for fighting and an increase in pro-social behavior by students will also result in more on-task class time. Increases in pro-social skills (empathy, impulse control, anger management and problem solving) are also associated with higher academic achievement and greater school connectedness.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant’s budget for evaluation.)	Suspension data and implementation data provided by mediation program coordinators will be collected, including: the number of students trained as peer mediators, referrals to mediation, successfully mediated agreements, and mediations following suspension. In addition, mid-year and end of year <i>satisfaction</i> surveys are conducted with administration and staff, and student mediators complete end of the year satisfaction surveys.
Does the grant require any resources from the school(s) or district? If so, describe.	Participating schools must provide space to <i>conduct confidential</i> mediations and computer access for the on-site coordinator to maintain program records and evaluation information.
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 4.57% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.)	Yes, services will be provided by part-time contractors. Indirect rate for this grant has been negotiated and confirmed at 4.75%.
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.)	Yes. The school administration in conjunction with the <i>on-Site</i> CR coordinator will determine times during the school day that peer mediation training and mediations will occur. Most schools allow peer mediator training (12 hours) and mediation sessions to occur before school, after school, during lunch, or during an elective or PE class (with permission of the teacher). Every effort is made to avoid removing students from core academic classes to participate in this program.
Who is the contact managing and assuring grant compliance? (Include contact’s name, address, phone number, email address.)	David Yusem, Program Manager, Restorative Justice 746 Grand Ave, Oakland CA 94610 510-273-1534 david.yusem@ousd.k12.ca.us

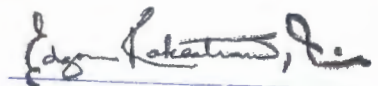
Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	David Yusem		10/24/12
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss SARKIS		10/21/2012

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		11/2/12


Jody London 11/05/12
 President, Board of Education


Edgar Rakestraw, Jr., Secretary
 Board of Education 11/15/12

File ID Number: 12-2829
 Introduction Date: 11-14-12
 Enactment Number: 12-2844
 Enactment Date: 11-14-12
 By: lf

SECOND AMENDMENT TO THE GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT

This SECOND AMENDMENT dated July 1, 2012 amends the original Grant Agreement dated July 1, 2010 ("Agreement"), by and between the CITY OF OAKLAND, a municipal corporation ("City"), and OAKLAND UNIFIED SCHOOL DISTRICT, a California corporation ("Grantee") (together, the "Parties"), as amended.

RECITALS

WHEREAS, the Parties entered into the Agreement for the amount of \$125,082, for a term of one year through June 30, 2011 to fund certain community-related programs; and

WHEREAS, the Parties entered into the First Amendment to the Agreement as of July 1, 2011, to amend the Scope of Services, to increase the grant amount by \$115,075 and to extend the time for performance by one year, through June 30, 2012; and

WHEREAS, the City Council, pursuant to City of Oakland Resolution No. 83894 has allocated an additional year of funding to the Grantee to support its community-related activities; and

WHEREAS, the Parties wish to further amend the Agreement to replace the Scope of Services, to increase the grant amount, and to extend the time for performance by one year, through June 30, 2013, as provided herein.

The Parties hereby agree to amend the Agreement as follows:

1. Time for Performance

The time for performance of the Agreement is extended through June 30, 2013.

2. Scope of Services

Schedule A-1 is hereby replaced by Schedule A-2 ("Scope of Services") attached hereto and incorporated herein by reference. All references to "Schedule A" in the Agreement, or "Schedule A-1" in the First Amendment are hereby deleted and replaced by "Schedule A-2."

3. Compensation

Grantee will be paid for performance of the Scope of Services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed One Hundred Twenty Thousand and Two Hundred Fifty-Six Dollars (\$120,256) for services provided under the Agreement and this Second Amendment, for a total grant amount over the entire contract period of Three Hundred Sixty Thousand and Four Hundred Thirteen Dollars (\$360,413).

Upon execution this Second Amendment, Grantee may be advanced an amount not to exceed a total of Eighteen Thousand and Thirty-Eight Dollars (\$18,038) (25% of total grant amount if \$100,000 or less. Otherwise, 15% of total grant amount). The advance will be subtracted from the total payment to Grantee. If the Agreement is terminated early, or if Grantee fails to complete all of its obligations hereunder, Grantee must repay the full amount of the advance.

4. Living Wage Adjustments

Effective July 1, 2012, the minimum compensation for Grantee's employees who perform services under or related to the Agreement is the hourly wage rate of \$11.70 per hour with health benefits \$13.45 per hour without health benefits.

5. Arizona and Arizona-Based Businesses

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

Grantee 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 the Agreement.

6. Dispute Disclosure

Grantee has disclosed to the City any and all pending disputes with the City of Oakland prior to execution of this Second Amendment. The City will provide a form for such disclosure upon Grantee's request. Failure to disclose pending disputes prior to execution of this Second Amendment shall be a basis for termination of the Agreement.

7. Attachments

Grantee affirms that it has completed and attached all of the following documents, which are incorporated into this Second Amendment by this reference, and made a part hereof.

- a. Exhibit A2 – Scope of Services
- b. Exhibit B2 – Budget
- c. ADA Compliance – Nuclear Free Zone Disclosure Form and Affidavit of Non-Disciplinary or Investigative Action
- d. Schedule D – Ownership, Ethnicity and Gender Questionnaire
- e. Schedule N - Living Wage Ordinance – Effective July 1, 2012
- f. Schedule E – Project Consultants

- g. Schedule O - Campaign Contributions
- h. Schedule K - Pending Dispute Disclosure Form
- i. Schedule B-2 - Arizona Resolution

All other terms and conditions of the Agreement, except for those modified by this Second Amendment, shall remain unchanged and in full force and effect.

City:
 CITY OF OAKLAND,
 a California municipal corporation

[Signature] 8/21/12
 City Administrator's Office (Date)

Grantee:
 OAKLAND UNIFIED SCHOOL
 DISTRICT,
 a California corporation

[Signature] 6/13/12
 Signature (Date)
 Tony Smith, Ph.D.

Print Name
Superintendent
 Title

Approved for form and legality:

[Signature] August 2012
 City Attorney's Office (Date)

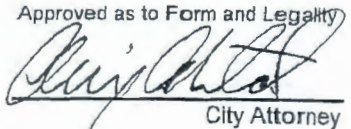
Resolution No. 83894
 Account No.: F430739
 Business License No.: N/A

[Signature] 11/15/12
 Jody London
 President, Board of Education

[Signature] 11/15/12
 Edgar Rakestraw, Jr., Secretary
 Board of Education

File ID Number: 12-2829
 Introduction Date: 11-19-12
 Enactment Number: 12-2844
 Enactment Date: 11-19-12
 By: [Signature]

FILED
OFFICE OF THE CITY CLERK
OAKLAND

Approved as to Form and Legality

City Attorney

2012 JUN 20 PM 4: 07

OAKLAND CITY COUNCIL

RESOLUTION No. 83894 C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH FOR FISCAL YEAR 2012-2013 IN AN AMOUNT NOT TO EXCEED \$9,859,152

WHEREAS, Measure K/Kids First! Initiative established the Oakland Fund for Children and Youth ("OFCY") in 1996 to help young people grow to become healthy, productive, and honorable adults; and

WHEREAS, the passage of Measure D revised the Kids First Charter Amendment and established a second 12 year life cycle for the Kids First! Children's Fund administered through OFCY; and

WHEREAS, the Planning and Oversight Committee ("POC") provides oversight and direction for the OFCY planning and funding review process; and

WHEREAS, the City Council approved the OFCY Strategic Plan as developed by the POC and submitted in November 2009; and

WHEREAS, the revenue appropriation for FY 2012-13 to the Kids First! Oakland Children's Fund (Fund 1780) approved in the FY 2011-13 Adopted Budget and 90% of the appropriation in the amount of \$9,859,152 will be available for grants and is to be located in Kids First! Oakland Children's Fund (1780) Contracts P420730; and

WHEREAS, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants as specified in the Kids First! Charter Amendment; and

WHEREAS, the POC created by the Measure K - Kids First! Initiative in 1996, provides oversight and direction for the OFCY planning and funding review process; and under the Kids First! Charter provisions, as amended by Measure D, the appropriations for services for children and youth in 2011-2012 may be continued to 2012-2013, and the grants agreements for targeted services are to be renewed as forwarded by the POC subject to performance review; and

RESOLVED: That the City Administrator is authorized to execute agreements with the aforementioned 117 service providers in the amounts specified above for a total amount not to exceed \$9,859,152 for FY2012-2013, and is 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 the basic purpose of this resolution without returning to City Council; and be it

FURTHER RESOLVED: That said agreement(s) 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.

IN COUNCIL, OAKLAND, CALIFORNIA, JUN 5 2012

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, ~~BRUNNER~~, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL,
SCHAAF and ~~PRESIDENT REID~~ - 6

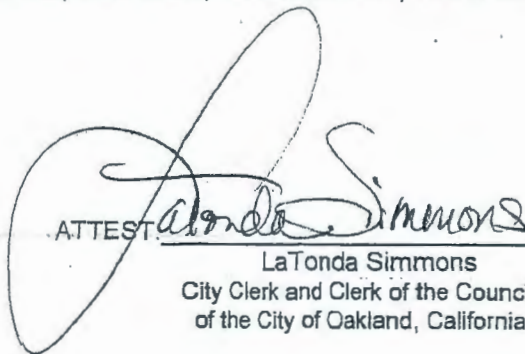
NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - Reid, Brunner - 2

ATTEST



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

WHEREAS, the POC has reviewed the performance of the current grantees in FY 2011-2012; and

WHEREAS, the POC recommends the renewal of grant agreements for 117 programs as specified below for FY2012-13, the third and final year of the current funding cycle:

Early Childhood Programs: Mental Health Consultation

Organization/Agency Name	Project Title	OFCY Award FY 12-13
East Bay Agency for Children	EBAC: Early Childhood 0-5 Years Mental Health & Developmental Consultation in Early Care and Education Settings	\$120,177
Family Paths	The Early Childhood Mental Health Collaborative	\$192,284
Jewish Family & Children's Services of the East Bay	Integrated Early Childhood Consultation Program	\$192,284
Lincoln Child Center	Early Childhood Mental Health Consultation	\$120,177
The Link to Children	Early Childhood Mental Health Consultation	\$100,949
Total:		\$725,871

Early Childhood Programs: Community Playgroups

Organization/Agency Name	Project Title	OFCY Award FY 12-13
Children's Hospital & Research Center Oakland	Integrated Developmental Playgroups Program	\$192,284
City of Oakland - Office of Parks and Recreation	Arroyo Vlejo Inclusion Center Playgroup	\$45,513
City of Oakland - Office of Parks and Recreation	Sandboxes to Empowerment	\$57,685
East Bay Agency for Children	Parent Child Education Support Program	\$76,914
Jumpstart for Young Children, Inc.	Jumpstart Oakland	\$72,106
Lawrence Hall of Science	Preschool Scientists of Oakland	\$24,035
Lotus Bloom Child & Family Center	Multicultural Playgroups	\$48,071
Safe Passages	Safe Passages Baby Learning Communities	\$120,177
Total:		\$636,785

After School Programs: School-Based

Organization/Agency Name	Project Title	OFCY Award FY 12-13
Aspiranet	Carl B. Munck	\$83,691
Aspiranet	Community United/ Lockwood Futures	\$99,987
Aspiranet	East Oakland Pride	\$70,232
Aspiranet	EnCompass Academy/Acorn Woodland	\$116,332
Aspiranet	Howard	\$60,617

Oakland Leaf	International Community School/ Think College Now	\$93,258
Aspiranet	Piedmont	\$60,617
Aspiranet	RISE/New Highland Academy	\$106,717
Aspiranet	Melrose Leadership Academy	\$86,528
Bay Area Community Resources	Bridges Academy	\$83,692
Bay Area Community Resources	Emerson	\$70,232
Bay Area Community Resources	Esperanza/Korematsu	\$93,258
Bay Area Community Resources	Greenleaf	\$83,692
Bay Area Community Resources	Hoover	\$83,692
Bay Area Community Resources	Lafayette	\$60,617
Bay Area Community Resources	Learning Without Limits/Global Family	\$121,139
Bay Area Community Resources	Markham	\$67,347
Bay Area Community Resources	Martin Luther King, Jr.	\$83,692
Bay Area Community Resources	Prescott (a.k.a. Preparatory Literary Academy of Cultural Excellence)	\$70,232
Bay Area Community Resources	Sankofa Academy	\$83,692
Bay Area Community Resources	Alliance Academy/Elmhurst Community Prep	\$120,177
Bay Area Community Resources	Bret Harte	\$86,528
Bay Area Community Resources	Claremont	\$86,528
Bay Area Community Resources	Madison	\$86,528
Eagle Village Community Center Youth and Family Services, Inc.	Eagle Village Community Center Youth and Family Services, Inc. (Westlake)	\$86,528
East Bay Agency for Children	Sequoia	\$70,232
East Bay Agency for Children	World Academy/Achieve Academy	\$83,692
East Bay Asian Youth Center	Bella Vista	\$60,617
East Bay Asian Youth Center	Franklin	\$60,617
East Bay Asian Youth Center	Garfield	\$83,692
East Bay Asian Youth Center	La Escuelita	\$76,962
East Bay Asian Youth Center	Manzanita Community School/Manzanita SEED	\$121,139
East Bay Asian Youth Center	Roosevelt	\$86,528
Girls, Inc.	Parker	\$83,692
Higher Ground Neighborhood Development Corp.	Allendale	\$60,617
Higher Ground Neighborhood Development Corp.	Brookfield	\$60,617
Higher Ground Neighborhood Development Corp.	Sobrate Park	\$60,617
Lighthouse Community Charter School	Lighthouse Community Charter	\$86,528
Oakland Leaf	ASCEND	\$86,528

Oakland Leaf	Urban Promise Academy	\$86,528
Oakland Asian Students Educational Services	Cleveland	\$60,617
Oakland Asian Students Educational Services	Lincoln	\$76,962
San Francisco Bay Area Council of Boy Scouts of America	Laurel	\$60,617
Safe Passages	Edna Brewer	\$86,528
Safe Passages	Frick	\$86,528
Safe Passages	Roots International/Coliseum College Prep	\$120,177
Safe Passages	United For Success (@ Simmons)	\$86,528
San Francisco Bay Area Council of Boy Scouts of America	Fruitvale	\$60,617
San Francisco Bay Area Council of Boy Scouts of America	Horace Mann	\$83,692
Ujima Foundation	Burckhalter	\$60,617
Urban Services YMCA	West Oakland Middle School	\$86,528

Total: \$4,183,564

After School Programs: Community-Based

Organization/Agency Name	Project Title	OFCY Award FY 12-13
Ala Costa Centers	Ala Costa Centers Enhanced Learning After School Program for Children with Special Needs	\$81,769
Bay Area Outreach & Recreation Program	Sports & Recreation for Youth with Physical Disabilities	\$43,841
City of Oakland- Office of Parks and Recreation	Oakland Discovery Centers	\$134,599
Dimensions Dance Theater, Inc.	Rites of Passage	\$45,667
East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$81,721
Museum of Children's Art	Library Education and Art Program (LEAP)	\$63,243
OBUGS	OBUGS Out of School Time	\$38,457
The American Indian Child Resource Center	Nurturing Native Pride	\$72,106
Unlty Council	Neighborhood Sports Initiative	\$81,721

Total: \$643,123

Summer Programming

Organization/Agency Name	Project Title	OFCY Award FY 12-13
Destiny Arts Center	Camp Destiny	\$44,822
Leadership Excellence	Oakland Freedom School	\$85,029
Family Support Services of the Bay Area	Kinship Summer Youth Program	\$48,071

Aim High for High School	Aim High / Oakland - 3 Sites	\$115,370
East Bay Asian Youth Center	San Antonio Summer Learning Initiative	\$46,059
Oakland Asian Students Educational Services	OASES Summer Science Series	\$22,834
College Track	College Track Summer Program	\$31,054
Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$27,400
Girls Incorporated of Alameda County	Eureka! Summer Program	\$38,361
Girls Incorporated of Alameda County	Concordia Park Summer Program	\$45,667
City of Oakland- Office of Parks and Recreation	Summer Camp Explosion	\$96,142
East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$140,563

Total: \$711,372

Wellness and Healthy Transitions: Transitions Programming

Organization/Agency Name	Project Title	OFCY Award FY 12-13
AspiraNet	LEAP - Learners Engaged in Awesome Programming	\$64,135
Bay Area Community Resources	Bret Harte Bridges Program	\$56,243
East Bay Asian Youth Center	Bridge To Success	\$29,319
Oakland Kids First	PASS-2 Peer Mentoring Program	\$113,447
Safe Passages	Safe Passages Transitions Program	\$120,177
Spanish Speaking Citizens' Foundation	Leading the Independence of our Barrios for Raza Empowerment (LIBRE)	\$115,370

Total: \$498,692

Wellness and Healthy Transitions: Youth Leadership Programs

Organization/Agency Name	Project Title	OFCY Award FY 12-13
AIDS Project of the East Bay	LGBT Youth Health and Wellness Conductors Program	\$120,177
Asian Community Mental Health Services	Asian/Pacific Islander Youth Promoting Advocacy and Leadership (AYPAL)	\$168,248
Asian Health Services	Taking Charge: API Youth Leaders	\$24,035
La Clinica de la Raza	Oakland Middle School Youth Leadership Health Collaborative	\$120,177
Loto Taha Pasifika (fiscal agency: ARC Associates)	Healthy Heart Healthy Mind (HHHM)	\$44,745
Native American Health Center	Indigenous Youth Voices	\$120,177
Youth ALIVE!	Teens On Target Violence Prevention Program	\$96,142

Total: \$693,703

Wellness and Healthy Transitions: Conflict Resolution Programs

Organization/Agency Name	Project Title	OFCY Award FY 12-13
McCullum Youth Court	PEACE Program	\$22,684
Oakland Unified School District - Instructional Services	OUSD Conflict Resolution	\$120,256
Total:		\$142,940

Older Youth: Academic and Career/Job Success

Organization/Agency Name	Project Title	OFCY Award FY 12-13
Alameda County Medical Center	Model Neighborhood Program	\$134,599
Biotech Partners	Biotech Academy at Oakland Tech and Bioscience Career Institute Community College Program	\$81,721
Centro Legal de la Raza	Youth Law Academy	\$82,487
College Track	College Track Oakland	\$134,599
First Place for Youth	Steps to Success	\$102,150
Next Step Learning Center	Success at Seventeen	\$69,222
Youth Employment Partnership	Career Try-Out	\$72,106
Youth Radio	Pathways to Higher Education and Careers	\$115,370
Pivotal Point Youth Services	Project EEVE	\$69,598
East Side Arts Alliance	ESAA Youth Arts Program	\$67,431
Total:		\$929,283

Older Youth: Comprehensive Programming

Organization/Agency Name	Project Title	OFCY Award FY 12-13
Alameda Family Services	DreamCatcher	\$115,370
Alternatives in Action	McClymonds EXCEL (Youth & Family Centers) and Life Academy	\$168,248
City of Oakland, Office of Parks and Recreation	TOOLS: Transforming Ordinary Obstacles into Life Skills	\$96,075
Dimensions Dance Theater, Inc.	Internships and Apprenticeships Program	\$45,667
First Place for Youth	First Steps Community Resource Center	\$122,580
Refugee Transitions	Refugee and Immigrant Wellness Project	\$72,329
Youth ALIVE!	Caught in the Crossfire Comprehensive Services	\$73,549
Total:		\$693,819

TOTAL AMOUNT FY 2012-2013 \$9,859,152

; now, therefore be it



Oakland Fund for Children and Youth
 2012 - 2013
 Fiscal Year Funding



Pre-Contract Disclosure

We/I understand that our organization is on the list of agencies being recommended for funding under the 2012-2013 OFCY funding cycle.

We/I understand that in their attempt to have executed contracts as close to July 1, 2012 as possible, OFCY is beginning to compile contract information before the list of recommended agencies has been approved by either the Life Enrichment Committee or the City Council and that all OFCY funding is contingent upon the final approval of the City Council.

Oakland Unified School District and its designated
(name of organization)
 representatives are participating in pre-contract negotiations with the understanding that there is a possibility that the City Council and/or Life Enrichment Committee may not approve the recommendations of the OFCY Planning and Oversight Committee.

Given the aforementioned, we are willing to participate in pre-contract negotiations.

Jacqueline P. Minor
 Print Name

General Counsel
 Title

J P Minor
 Signature

6/14/2012
 Date

 Print Name

 Title

 Signature

 Date



Oakland Fund for Children and Youth

Contact Sheet 2012-2013

(Please Print or Type)



Fiscal Agency: Oakland Unified School District (OUSD)

Lead Agency: Oakland Unified School District (OUSD)

Project Title: OUSD Conflict Resolution

Strategy: After School On-Site After School Off-Site Early Childhood
 Summer Older Youth Physical/Behavioral Health

Name of CONTRACT REPRESENTATIVE: David Yusem

This individual must be an employee of the contracting agency/fiscal agency that has the authority to negotiate scopes of work, budgets, and complete contracting documents.

Title: Program Manager Restorative Justice Phone: (510) 710-1269

Email David.Yusem@ousd.k12.ca.us Fax: (510) 639-4807

Mailing address: 495 Jones Avenue, Oakland--CA Zip: 94603

Name of PROGRAM CONTACT: Chen Kong-Wick

This individual be able to answer any program specific questions.

Title: Program Manager Violence Prevention Phone: (510) 938-3728

Email Chen.Kong-Wick@ousd.k12.ca.us Fax: (510) 639-4807

Mailing address: 495 Jones Avenue, Oakland--CA Zip: 94603

ADDITIONAL CONTACTS: (OPTIONAL)

These individuals also need to be notified regarding OFCY updates and information.

1
Name: _____ Title: _____

Email _____ Phone: _____

2
Name: _____ Title: _____

Email _____ Phone: _____

3
Name: _____ Title: _____

Email _____ Phone: _____

Persons Authorized to pick-up reimbursement payments:

These are the ONLY people authorized to pick up reimbursements. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to

1. Name: _____ Title: _____

Email: _____ Phone: _____

2. Name: _____ Title: _____

Email: _____ Phone: _____

If your agency or program undergoes any staff changes, please remember to RESUBMIT the contact sheet and fill in any information that has changed.

COVER PAGE

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

Program Type

Wellness and Healthy Transitions

Funding Strategy

Conflict resolution skills programming

Applicant/Fiscal Sponsor

Organization/Public Agency Name

Oakland Unified School District - Family, Schools, and Community Partnerships Department

Contact First Name

David

Contact Last Name

Yusem

Contact Title

Program Manager Restorative Justice

Address

495 Jones Avenue

City

Oakland

State

CA

Zip

94603

Telephone

510-710-1269

Fax

510-639-4807

E-mail

david.yusem@ousd.k12.ca.us

Project Title

OUSD Conflict Resolution

Project Description: (600 character max.)

OUSD's Conflict Resolution Coordinators recruit and train approximately 10 student mediators (11-14 yrs old) across 7 middle schools. The mediators reflect the academic, social, and ethnic diversity of each school. Once trained, they conduct an average of 546 conflict mediations per year. Using communication and problem-solving skills, mediators assist peers in managing and resolving interpersonal conflict. Disputing students may be referred to mediation by school staff, peers or themselves. The program aims to reduce the number of incidents that escalate into fights and suspensions

Max Requests:

- Small and Emerging Organization: \$50,000
- Collaborative: \$250,000
- Single Agency Applicant: \$175,000

Designation

- Small and Emerging Organization (current organizational budget of 350K or less)
- Collaborative
- Single Agency Applicant

DEMOGRAPHICS

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

Total Unduplicated Youth Participants

132

Total Unduplicated Adult Participants

0

Race and Ethnicity (required)

to be Served

% to be Served

African American

53

40.15%

Latino/Hispanic

46

34.85%

Asian/Pacific Islander	14	10.61%
Native American/Alaskan Native	3	2.27%
Caucasian	10	7.58%
Multiracial or Biracial	6	4.55%
Other	0	0.00%
Total	132	

Ages to be Served (required)	# to be Served	% to be Served
0 - 5 years	0	0.00%
6 - 10 years	0	0.00%
11 - 15 years	132	100.00%
16-20 years	0	0.00%
Total	132	

Gender (required)	# to be Served	% to be Served
Female	70	53.03%
Male	62	46.97%
Transgendered	0	0.00%
Total	132	

Adult Participants to be Served	# to be Served	% to be Served
Family members	0	n/a
Other adults (i.e. child care providers)	0	n/a
Total	0	

BUDGET

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

PERSONNEL

Lead Agency Positions	FTE Annual Salary	% Time (99% = 99)	Total Project Budget	OFCY Funds Requested	Projected Match
Program Manager Restorative Justice	67600	0.25	16,900.00	0	16,900.00

Narrative for the row above

Provide oversight and coordination for OUSD Restorative Justice program.

	Per Hour Rate	#Hours	Total Vol in-kind
Volunteer Hours (In-kind)	10.83	0	.00

Narrative for the row above

None

For the 'Total Project Budget' column of the Fringe row below, enter the total dollar cost for fringe; be sure to include only those personnel that receive benefits from your agency.

FRINGE	Fringe Rate %	0.00	0	\$.00
PERSONNEL TOTAL		\$16,900.00	\$.00	\$16,900.00

OTHER DIRECT COSTS	Total Project Budget	OFCY Funds Requested	Projected Match
--------------------	----------------------	----------------------	-----------------

Duplicating/Copying	0.00	0.00	.00
Narrative for the row above			
All duplicating/copy cover by OUSD			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
% of the lease agreement for the copier.			
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
Equipment/Furniture Purchase cover by OUSD			
Facility Rental	0.00	0.00	.00
Narrative for the row above			
No Facility Rental			
General Office Supplies/Software	0.00	0.00	.00
Narrative for the row above			
Includes general office supplies such as paper, pens, paper clips, staples, etc.			
Postage	0.00	0.00	.00
Narrative for the row above			
All postage cover by OUSD			
Program Materials and Supplies	0.00	0.00	.00
Narrative for the row above			
All Program Materials and Supplies cover by OUSD and OFCY			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above			
Telephone/Internet/communications cover by OUSD			
Travel/Transportation	0.00	0.00	.00
Narrative for the row above			
25% of personnel mileage costs			
YOUTH GRANTS (only for youth 2 youth grantmaking programs)	0.00	0.00	.00
Narrative for the row above			
No Youth Grants			
Youth Stipends	0.00	0.00	.00
Narrative for the row above			
No Youth Stipends			
OTHER DIRECT COSTS TOTAL	\$0.00	\$0.00	\$0.00
SUBCONTRACTS	Total Project Budget	OFCY Funds Requested	Projected Match
<i>unnamed subcontractor</i>	0.00	0.00	.00
SUBCONTRACTOR TOTAL	\$0.00	\$0.00	\$0.00

CONSULTANTS	Total Project Budget	OFCY Funds Requested	Projected Match
(Not to include youth stipend, youth grants, or subcontractors)			
Conflict Resolution Coordinator 1- Claremont	13650.00	13650.00	.00
Narrative for the row above			

Provides direct on-site services at Claremont at a rate of \$25 per hour for 14 hours a week and 39 weeks total during the 2012-2013 SY.

Conflict Resolution Coordinator 2- Westlake	16380.00	16380.00	.00
---	----------	----------	-----

Narrative for the row above

Provides direct on-site services at Westlake at a rate of \$30 per hour for 14 hours a week and 39 weeks total during the 2012-2013 SY

Conflict Resolution Coordinator 3- Montera	16380.00	16380.00	.00
--	----------	----------	-----

Narrative for the row above

Provides direct on-site services at Montera at a rate of \$30 per hour for 14 hours a week and 39 weeks total during the 2012-2013 SY.

Conflict Resolution Coordinator 4- Bret Harte	22230.00	22230.00	.00
---	----------	----------	-----

Narrative for the row above

Provides direct on-site services at Bret Harte at a rate of \$30 per hour for 19 hours a week and 39 weeks total during the 2012-2013 SY

Conflict Resolution Coordinator 5- Elmhurst	10530.00	10530.00	.00
---	----------	----------	-----

Narrative for the row above

Provides direct on-site services at Elmhurst Community Prep at a rate of \$30 per hour for 14 hours a week and 39 weeks total during the 2012-2013 SY.

Conflict Resolution Coordinator 6- Alliance	16380.00	16380.00	.00
---	----------	----------	-----

Narrative for the row above

Provides direct on-site services at Alliance at a rate of \$30 per hour for 14 hours a week and 39 weeks total during the 2012-2013 SY.

Conflict Resolution Coordinator 7- Madison	16380.00	16380.00	.00
--	----------	----------	-----

Narrative for the row above

Provides direct on-site services at Madison at a rate of \$30 per hour for 14 hours a week and 39 weeks total during the 2012-2013 SY.

CONSULTANTS TOTAL	\$111,930.00	\$111,930.00	\$.00
--------------------------	---------------------	---------------------	---------------

SUBTOTAL WITHOUT INDIRECT COSTS	\$128,830.00	\$111,930.00	\$16,900.00
--	---------------------	---------------------	--------------------

Indirect Costs (cannot exceed 11% of total direct costs). Currently 7.44%	Total Project Budget	OFCY Funds Requested	Projected Match
	8326.00	8326.00	.00

Narrative for the row above

4.75

TOTAL	\$137,156.00	\$120,256.00	\$16,900.00
--------------	---------------------	---------------------	--------------------

BUDGET - SUBGRANTEE

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

Subcontractor Name

PERSONNEL

Lead Agency Positions	FTE	Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested
					.00

Narrative for the row above

	Per Hour Rate	#Hours	Total Vol in-kind
Volunteer Hours (In-kind)	10.83		.00

Narrative for the row above

For the 'Total Project Budget' column of the Fringe row below, enter the total dollar cost for fringe; be sure to include only those personnel that receive benefits from your agency.

FRINGE	Fringe Rate n/a		
PERSONNEL TOTAL		\$.00	\$.00

OTHER DIRECT COSTS	Total Project Budget	OFCY Funds Requested
--------------------	----------------------	----------------------

Duplicating/Copying

Narrative for the row above

Equipment Lease Agreement(s)

Narrative for the row above

Equipment/Furniture Purchase

Narrative for the row above

Facility Rental

Narrative for the row above

General Office Supplies/Software

Narrative for the row above

Postage

Narrative for the row above

Program Materials and Supplies

Narrative for the row above

Telephone/Internet/Communications

Narrative for the row above

Travel/Transportation

Narrative for the row above

YOUTH GRANTS (only for youth 2 youth grantmaking programs)

Narrative for the row above

Youth Stipends

Narrative for the row above

OTHER DIRECT COSTS TOTAL \$.00 \$.00

CONSULTANTS	Total Project Budget	OFCY Funds Requested
-------------	----------------------	----------------------

(Not to include youth stipend, youth grants, or subcontractors)

Narrative for the row above

CONSULTANTS TOTAL \$.00 \$.00

SUBTOTAL WITHOUT INDIRECT COSTS \$.00 \$.00

Indirect Costs (cannot exceed 11% of total direct costs). Currently: .00%	Total Project Budget	OFCY Funds Requested
--	----------------------	----------------------

Narrative for the row above

TOTAL	\$0.00	\$0.00
-------	--------	--------

ACTIVITIES

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

Group Services

Category	Average Session Participants	Sessions				Total Number of Sessions	Average Hours per Session	Projecte d Units of Service (6 months)	Projecte d Units of Service (12 months)
		Q1	Q2	Q3	Q4				
Academ ic goal setting/ counseling									
Academ ic tutoring									
Conflict resoluti	2	28	105	105	105	343	1	266	686

on
disputes

Cultural
apprecia
tion
activitie
s

Enrichm
ent
activitie
s in
dance,
music,
art

Explorat
ory
career
field
trips

Explorat
ory
educati
on field
trips

Family
educati
on/
worksho
ps

Family
engage
ment
events

Gender
specific
program
s

Leaders
hip
develop
ment/
training

Other

Outreac
h to 5th
and 8th
graders

Peer led
training
for
conflict

10

7

0

7

0

14

2

140

280

mediators

Peer led training / workshops in social, behavioral or physical health

Peer mentorship

Peer to peer support

Peer to peer support	4	14	63	63	63	203	1	308	812
----------------------	---	----	----	----	----	-----	---	-----	-----

Total	5.33	49	168	175	168	560	1.33	714	1778
--------------	-------------	-----------	------------	------------	------------	------------	-------------	------------	-------------

Individual Activities									
Category	Average Session Participants	Sessions				Total Number of Sessions	Average Hours per Session	Projecte d Units of Service (6 months)	Projecte d Units of Service (12 months)
		Q1	Q2	Q3	Q4				

Academic goal setting/ counseling

Case management

Consultation with preschool providers

Counseling

Mentoring

One on one consultation with family on child

developmental and behavioral emotional concerns

One-on-one intervention with children at risk of delays

Other

Resume development

Screening and Assessment for socio-emotional or developmental delays

Tutoring

Total 0 0 0 0 0 0 0 0 0 0

Category	Average Session Participants	Sessions				Total Number of Sessions	Average Hours per Session	Projecte d Units of Service (6 months)	Projecte d Units of Service (12 months)
		Q1	Q2	Q3	Q4				
Assemblies									
Celebrations	10	0	0	0	7	7	1	0	70
Festivals									
One-time workshops or presentations	5	0	7	7	7	21	1	35	105

Other

Outreach

Rally

Total	7.5	0	7	7	14	28	1	35	175
-------	-----	---	---	---	----	----	---	----	-----

Total Project Budget	Total Grant Requested	Total Match
\$137,156.00	\$120,256.00	\$16,900.00

Total Unduplicated Participants	Total Unduplicated Adult Participants	Event Participants
132	0	175

Units of Service Unduplicated Youth Participants	Units of Service Event Participants
1778	175

OFCY Cost Per Unduplicated Youth Participant	TOTAL Cost Per Unduplicated Youth Participant	Average Hours of Service per Unduplicated Youth Participant
\$911.03	\$1,039.06	13.469696969696969

OFCY Cost Per Unit of Service Unduplicated Youth Participant	Total Cost Per Unit of Service Unduplicated Youth Participant
\$67.64	\$77.14

OFCY Cost Per Unduplicated Youth + Adult Participant	Total Cost Per Unduplicated Youth + Adult Participant
\$911.03	\$1,039.06

OFCY Cost Per Unduplicated Youth + Event Participant	Total Cost Per Unduplicated Youth + Event Participant	Average Hours of Service per Event Participant
\$391.71	\$446.76	1



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) Jacqueline Minor
- (3) Business Contact Person: (Phone/E-mail) Jacqueline.Minor@ousd.k12.ca.us
- (4) Business Headquarters Address 1025 Second Avenue Room 406, Oakland, CA
- (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)

J. Minor
General Counsel

Date

6/14/12

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"



Schedule C-1
"DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT"

(For use by all city departments on construction contracts)
(To be completed by the prime)

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.

I certify that I 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.

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

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, and
- 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.



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 50% L/SLBE participation as described in the L/SLBE program and that 50% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to Construction Services projects). In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive.

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (certified payroll applicable only to Construction Services projects).

As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form". The Exit Report and Affidavit form may be located on the City's website at <http://cces.oaklandnet.com/cceshome/>.

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

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.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

6/14/2012
Date

[Signature]
Signature of Authorized Representative

Oakland Unified School District
Company Name

Jacqueline P. Minor
Type or Print Name

1025 - 2nd Ave
Address

General Counsel
Type or Print Title

Oakland CA 94606
City State Zip

jacqueline.minor@ausd.k12.ca.us
Phone/Email

510-273-3282



DEPARTMENT OF CONTRACTING AND
PURCHASING
Social Equity Division
Phone: 510-238-3970 Fax: 510-238-3363

SCHEDULE D
OWNERSHIP, ETHNICITY and GENDER
QUESTIONNAIRE

Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm or Individual Name Oakland Unified School District Phone (510) 273-3282
 Street Address 1025 - 2nd Ave City Oakland State CA Zip 94606 Federal ID # _____
 City of Oakland Business License Number _____ Completed by: _____ Phone if different from above _____

(Please check one and explain below)

- Self Employed, Name of Owner _____ Corporation, State of Incorporation _____
 Partnership, General or Limited _____ Names of Partners _____
 Joint Venture, Names of Participants _____

N/A - public entity

Ownership Interests

All owners must be listed
in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II: CERTIFICATIONS

Please attach a copy of the
certification letter or provide the
certification number and expiration
date.

- Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____
 Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
 Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
 Oakland Certified Local Business Enterprise Cert # _____ Expiration Date _____
 Other _____ Cert # _____ Expiration Date _____

Part III: Ethnicity and Gender of Employees

Employment Category	Total Employees	Oakland Residents	Male					Female						
			African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other
Project Management														
Professional														
Technical														
Clerical														
Trades														

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. Signature *J. P. Minor*
 Print Name Jacqueline P. Minor Title General Counsel Date 6/14/2012

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.

SCHEDULE E

PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.

Date 6/8/12



Company Name: Oakland Unified School District

Signed: David Yusem, Chen Kong-Wick

Note:
The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
Conflict Resolution	Ashlee George	3877 Shafter Ave., Oakland	510-978-7372	5	\$10,530	X			AA	F
Conflict Resolution	Greg Bailey	22198 Center St., Castro Valley	510-292-3260	16	\$16,380	X			AA	M
Conflict Resolution	Kyle McClerkins	10700 Sheldon St., Oakland	510-830-9703	32	\$32,760	X			AA	M
Conflict Resolution	Yari Ojeda Sandel	3520 Brook St., Lafayette	512-363-7363	15	\$22,230	X			H	F
Conflict Resolution	TBD	TBD	TBD	16	\$13,650					
Conflict Resolution	TBD	TBD	TBD	16	\$16,380					

Attach additional page(s) if necessary.
Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.
* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)
** (M = Male) (F = Female)

Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City 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 (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland 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 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?

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. P. Minor

Print Name: Jacqueline P Minor

Title: General Counsel Date: 6/14/2012



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: June 22, 2012
Re: **Living Wage Ordinance (LWO) /Equal Benefits Ordinance (EBO)**
Compliance Analysis of: Oakland Unified School District

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
 Project Manager Debra Chester Extension 7496 Email dchester@oaklandnet.com
 Name of Project Oakland Fund for Children and Youth – FISCAL YEAR 2012-2013 Project # P420730
 Name of Consultant OAKLAND UNIFIED SCHOOL DISTRICT
 Federal Project Yes No Formal Project Yes No Non-Emergency Emergency ASAP
 Type of Contract: Construction Construction/Design-Build Professional Services RFP RFQ

PROJECT BUDGET	AMOUNT	FUND	ORG	ACCOUNT	PROJECT	PROGRAM
Postage	\$120,256	1780	78251	54911	P420730	YS04
Advertising						
Contractor's Payment						
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	Document Review	5 days
Compliance Analysis	5 – 10 days	DBE, ACTA Goal Setting	10 days
Full Contract Process	Determined at meeting		

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

JUN 19 2012 14:54

FOR INTERNAL USE ONLY

Work Order # 15812 Lead Staff: E. Ernestine
 Date Received 6/19/2012 Date Assigned: 6/19/2012 Date Completed: 6/22/12
 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 / /

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person ~~(is)~~ ~~(is not)~~ an independent contractor.

Date August 7, 2012 
 City Attorney/Assistant City Attorney/
 Deputy City Attorney

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor Oakland Unified School District
 SSN or Corporate Taxpayer ID No. of Contractor 94-6000385

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 199__? If yes, please indicate which years.		unknown
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.	X	
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.		X
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract	X	
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. <u>regular business hours set by Contractor</u>	X	

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract.	6/30/13	
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.	X	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		X
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.	X	
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. 94-6000385	X	
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed.		X
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed.		X
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. N/A		
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)	X	
15. <u>Within the past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		X
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. 1025 - 2nd Ave, CA Various sites around Oakland, CA	X	

	Yes	No
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	X	
b. an existing business phone number other than your home number? (please indicate #)	X	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		X
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		X
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		X
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes.		
N/A		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

8/3/2012
Date

J. Menor General Counsel
Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

The Oakland Unified School District
can not be an employee of
the City of Oakland

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY REQUESTING DEPARTMENT

Contracting Dept. or Agency _____
 Dept. or Agency Liaison _____ (Ext. _____)
 Name of Contractor _____
 Contractor EIN or SSN _____

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney **before** submission of contract.

1. Briefly describe the work to be performed by the Contractor.
TRAIN Mediators for Conflict Resolution.

2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants?
YES

3. Do you intend to give the Contractor instructions on how to do the work under the contract?
NO

4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor.
GRANT Management ONLY

5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain?
Work will end base on Contract Period FY12-13

6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices).
N/A

7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification?
YES

8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.)
N/A

9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour.
NO

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)

10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe yes / PAID GRANT
award

11. Over how long a period of time will services under this contract be performed?
07/1/12 TO 06/30/13

12. Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time NO

13. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. N/A

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? NO

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? NO

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project? YES

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. YES - Quarterly GRANTEE
meetings

18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below: N/A

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

8/6/12
Date

[Signature]
Department or Agency Liaison



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 \$11.35 per hour with health benefits, or \$13.05 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, 2012, rates will be \$11.70 with benefits and \$13.45 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/2011.
- (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)	4,000	
(2) How many of your permanent employees are paid above the Living Wage rate?	*	
(3) How many of your permanent employees are paid below the Living Wage rate?	*	
(4) Number of compensated days off per employee?(Refer to item "a" above)	*	
(5) Number of trainees in your company?	N/A	
(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.	None	

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

Oakland School District
 Company Name
1025 - 2nd Ave Oakland
 Address
510 273-3282 8/3/12
 Area Code Phone Date

[Signature]
 Signature of Authorized Representative
Jaqueline P. Merino
 Type or Print Name
General Counsel
 Type or Print Title

* - All employees with OUSD are covered by collective bargaining agreements (CBAs) and are paid wages and benefits consistent with the CBAs.



Schedule N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

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(2) How many of your permanent employees are paid above the Living Wage rate?		
(3) How many of your permanent employees are paid below the Living Wage rate?		
(4) Number of compensated days off per employee ?(Refer to item "a" above)		
(5) Number of trainees in your company ?		
(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.		

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 Ave, Oakland, CA

Address

510

Area Code

273-3282

Phone

6/14/12

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



CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

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 510.273.3282

Street Address 1025 - 2nd Ave City Oakland, State CA Zip 94604

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.

J.P. Minor 8.3.2012
Signature Date
Jacqueline P. Minor General Counsel
Print Name of Signer Position

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

Date Received by City: ___/___/___ By _____

Date Entered on Contractor Database: ___/___/___ By _____

Schedule Q

INSURANCE REQUIREMENTS

(Revised 08/01/11)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance**, shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
 - A. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents and employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents and employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement).
 - B. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/Errors and Omissions insurance** appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers as insured's in the Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;
- iii. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.

- iv. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- v. Insurer shall carry insurance from admitted companies with a Best Rating of A VII or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such

deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

CERTIFICATE OF COVERAGE

Issue Date
6/29/2012

ADMINISTRATOR:
Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

LICENSE # 0451271

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 COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

- ENTITY A: Northern California Relief
- ENTITY B:
- ENTITY C: Star Insurance Company
- ENTITY D:
- ENTITY E:

COVERED PARTY:
Oakland Unified School District
1025 Second Street
Oakland CA 94606

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE 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.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE / OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKES & FLOOD <input checked="" type="checkbox"/> BUILDERS RISK	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input checked="" type="checkbox"/> W/L STATUTORY LIMITS () OTHER \$ 1,000,000 E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	WCE 0391883-12	7/1/2011 7/1/2012	\$ 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects to the Violence Prevention/Health Services Activities to support Oakland Unified School District Conflict Resolution/Peer Mediation Programs through coverage expiration date.

Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

CERTIFICATE HOLDER:

City of Oakland
Oakland Fund for Children and Youth
Attn: Debra Chester
150 Frank H. Ogawa Plaza, Ste. 4353
Oakland CA 94612



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.

Graham Grice

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-04	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Oakland
Oakland Fund for Children and Youth
Attn: Debra Chester
150 Frank H. Ogawa Plaza, Ste. 4363
Oakland CA 94612

As Respects:

As respects to the Violence Prevention/Health Services Activities to support Oakland Unified School District Conflict Resolution/ Peer Mediation Programs through coverage expiration date.

The City of Oakland, its Councilmembers, directors, officers, agents, employees, and volunteers are included as an Additional Covered Party.



Authorized Representative

Issue Date: 6/29/2012



OAKLAND FUND FOR CHILDREN AND YOUTH Proof of Match Cover Sheet: FY 2012-2013



I. Agency Information

Racial Agency	Oakland Unified School District - (OUSD)	
Lead Agency	OUSD, Family, Schools & Community Partnerships	
Project Title	Conflict Resolution	
Contact Name & Phone #	David Yusem	(510) 639-4807
Total OFCY Award	\$ 120,250	

II. Match Summary

List below the different sources for your match and the amounts. Be sure to list only the amount that is being used towards the OFCY funded project for fiscal year 2012-2013.

TYPE SOURCE AMT TOWARDS PROJECT

Philanthropic Grants:		\$
		\$
		\$
		\$

Contracts/Service Agreements:		\$
		\$
		\$
		\$

Corporate Donations:		\$
		\$
		\$
		\$

Individual/Private Donations:		\$
		\$
		\$
		\$

In-Kind Donations:	Program Manager - Violence Prevention	\$	98,800
	Program Manager - Restorative Justice	\$	25,219
	Administrative Assistant	\$	18,583
	Coordinator Behavioral Health	\$	14,656

Volunteer Support:		hrs x	\$
		118.50	




Signature	<i>David Yusem</i>	Date	7/6/12
-----------	--------------------	------	--------

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : City of Oakland
as of 23-Oct-2012 6:22 PM EDT**

Your search returned no results.

File ID Number	11-1820
Introduction Date	10-3-11
Enactment Number	11-2186
Enactment Date	10-13-11
By	



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

September 28, 2011

To: Board of Education

From: Tony Smith, Superintendent
Maria Santos, Deputy Superintendent of Instruction, Leadership & Equity-in-Action
Joanna Locke, Director, Health & Wellness Department

Subject: Amendment No. 1 - Grant Contract for Oakland Fund for Children and Youth (OFCY)

ACTION REQUESTED:

Adoption by the Board of Education of ~~Resolution No. 1011-1144~~ ~~Accepting~~ Amendment No. 1, Grant Contract from Oakland Fund for Children and Youth providing funding for conflict resolution and peer mediation at Alliance Academy, Barack Obama Academy, Bret Harte, Claremont, Coliseum College Preparatory, Elmhurst Community Preparatory, Madison, Montera, Roots, and Westlake Middle Schools, increasing Reserve Account by the amount of \$115,075.00, increasing encumbered amount from \$125,082.00 to \$240,157.00, for the period July 1, 2011 to June 30, 2012, pursuant to the terms and conditions thereof, if any. All other terms and conditions of the Agreement remain in full force and effect.

BACKGROUND:

Grant Contract amendment for OUSD middle schools for the 2011-2012 fiscal year that benefit the Leadership Curriculum Instruction Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through the Board Secretary's Office and will be electronically available within one week of the board meeting through Legistar.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
11-1820	Yes	Grant	Leadership Curriculum Instruction/Violence Prevention/Conflict Resolution Program for middle schools.	Conflict Resolution and Peer Mediation increases positive school climate through reductions in violence, suspensions and increase pro-social behavior.	July 1, 2011 - June 30, 2012	City of Oakland/Oakland Fund for Children and Youth (OFCY)	\$115,075.00

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

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

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$115,075.00

RECOMMENDATION:

Approval and support by the Board of Education of District applicant submitting a grant proposal for OUSD schools for fiscal year 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.

FIRST AMENDMENT TO THE GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT

This Amendment No. 1 dated June 27, 2011 amends the original agreement dated July 1, 2010, by and between the CITY OF OAKLAND, a municipal corporation (hereinafter "City"), and OAKLAND UNIFIED SCHOOL DISTRICT (hereinafter "Grantee") to extend time for performance.

The City Council, pursuant to City of Oakland Resolution No. 1011-1144 has allocated an additional year of funding to the Grantee to fund its community related program activities.

The original agreement is amended as follows:

1. **Time for Performance**

The time for performance of the contract work is extended from July 1, 2011 to June 30, 2012.

2. **Scope of Services**

Schedule A ("Scope of Services") is hereby replaced by Schedule A-1 attached hereto and incorporated herein by reference. All references to "Schedule A" in the Agreement are hereby deleted and replaced by "Schedule A1".

3. **Compensation**

Grantee will be paid for performance of the scope of services required under this **Amendment** an amount that will be based upon actual costs but that will be "Capped" so as not to exceed One Hundred Fifteen Thousand and Seventy Five [\$115,075] for services provided under this Amendment No. 1, for a total contract amount over the entire contract period of Two Hundred Forty Thousand One Hundred and Fifty Seven Dollars [\$240,157].

Upon execution the agreement, grantee may be advanced an amount not to exceed a total of Seventeen Thousand Two Hundred and Sixty One Dollars [\$17,261] (25% of total grant amount if \$100,000 or less. Otherwise, 15% of total grant amount). The advance will be offset against the payment 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.

4. **Living Wage Adjustments**

Effective July 1, 2011, the minimum compensation for Grantee's employees who perform services under or related to this amendment is the hourly wage rate of **eleven dollars and thirty five cents (\$11.35)** with health benefits or **thirteen dollars and five cents (\$13.05)** without health benefits.

5. **Arizona and Arizona-Based Businesses**

Grantee agrees that in accordance with Resolution No. 82727 C.M.S., 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.

Grantee 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.

6. 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 contract or transaction involving professional services. This includes contract amendments. 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 of this amendment shall be a basis for termination of this agreement.

All other terms and conditions of the original agreement, except for those modified by this Amendment No 1, shall remain unchanged and in full force and effect.

City of Oakland
A municipal corporation

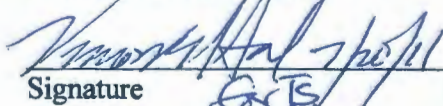
City Administrator's Office (Date)

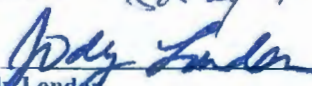
Department Head (Date)

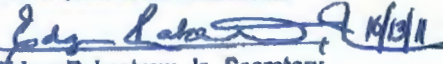
Approved for form and legality:

City Attorney's Office (Date)

**Grantee OAKLAND UNIFIED
SCHOOL DISTRICT**


Signature _____ (Date)

 10/13/11
Jody London,
President, Board of Education


 10/13/11
Edgar Rakestraw, Jr., Secretary
Board of Education

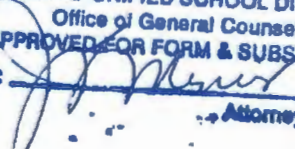
Resolution No. **1011-1144**

Account No.: _____

Business License No. : _____

LEGISLATIVE FILE

File ID Number 11-1820
Introduction Date 10-3-11
Enactment Number 11-2156 
Enactment Date 10-12-11

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

Schedule A-1

COVER PAGE

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

Program Type

Wellness and Healthy Transitions

Funding Strategy

Conflict resolution skills programming

Applicant/Fiscal Sponsor

Organization/Public Agency Name

Oakland Unified School District - Leadership, Curriculum and Instruction (LCI)

Contact First Name

Chen

Contact Last Name

Kong-Wick

Contact Title

Violence Prevention Program Specialist

Address

4919 Mountain Blvd.

City

Oakland

State

CA

Zip

94619

Telephone

510-482-7131

Fax

510-531-6836

E-mail

Chen.Kong-Wick@ousd.k12.ca.us

Project Title

OUSD Conflict Resolution

Project Description (600 character max.)

OUSD's Conflict Resolution Coordinators recruit and train approximately 132 student mediators (11-14 yrs old) across 10 middle schools. The mediators reflect the academic, social, and ethnic diversity of each school. Once trained, they conduct an average of 100 conflict mediations per month. Using communication and problem-solving skills, mediators assist peers in managing and resolving interpersonal conflict. Disputing students may be referred to mediation by school staff, peers or themselves. The program aims to reduce the number of incidents that escalate into fights and suspensions.

Max Requests:

- Small and Emerging Organization: \$50,000
- Collaborative: \$250,000
- Single Agency Applicant: \$175,000

Designation

- Small and Emerging Organization (current organizational budget of 350K or less)
- Collaborative
- Single Agency Applicant

DEMOGRAPHICS


Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

Total Unduplicated Youth Participants	132	
Total Unduplicated Adult Participants	0	
Race and Ethnicity (required)	# to be Served	% to be Served
African American	53	40.15%
Latino/Hispanic	46	34.85%

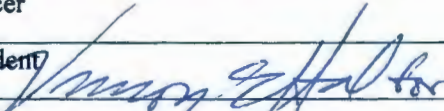
Title of Grant: OFCY – OUSD Conflict Resolution	Funding Cycle Dates: July 1, 2011 – June 30, 2012
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Diane O'Hara OUSD Financial Services Associate, LCI Leadership, Curriculum, and Instruction, 4551 Steele St, Oakland 94619 Diane.Ohara@ousd.k12.ca.us	Grant Amount for Full Funding Cycle: \$115,075
Funding Agency: Oakland Fund for Children and Youth	Grant Focus: Middle School Conflict Resolution - Peer Mediation
List all School(s) or Department(s) to be Served: Alliance Academy, Barack Obama Academy, Bret Harte, Claremont, Coliseum College Prep, Elmhurst Community Prep, Madison, Montera, Roots, and Westlake	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Conflict Resolution – Peer Mediation increases positive school climate through reductions in violence, reductions in suspensions for fighting and an increase in pro-social behavior by students will also result in more on-task class time. Increases in pro-social skills (empathy, impulse control, anger management and problem solving) are also associated with higher academic achievement and greater school connectedness.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 6.00% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Suspension data and implementation data provided by mediation program coordinators will be collected, including: the number of students trained as peer mediators, referrals to mediation, successfully mediated agreements, and mediations following suspension. In addition, mid-year and end of year satisfaction surveys are conducted with administration and staff, and student mediators complete end of the year satisfaction surveys.
Does the grant require any resources from the school(s) or district? If so, describe.	Participating schools must provide space to conduct confidential mediations and computer access for the on-site coordinator to maintain program records and evaluation information.
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 6.04% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes, services will be provided by part-time contractors. Indirect rate for this grant will be 4.75%.
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.)	Yes. The school administration in conjunction with the on-site CR coordinator will determine times during the school day that peer mediation training and mediations will occur. Most schools allow peer mediator training (12 hours) and mediation sessions to occur before school, after school, during lunch, or during an elective or PE class (with permission of the teacher). Every effort is made to avoid removing students from core academic classes to participate in this program.
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Chen Kong-Wick, Violence Prevention Programs, Department of Instructional Services, 4919 Mountain Blvd. P11B, Oakland, CA 94619, Office: (510) 482-7131 Fax: (510) , Chen.Kong-Wick@ousd.k12.ca.us

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			
Department Head (e.g. for school day programs or for extended day and student support activities)	David Montes de Oca		7/12/11

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		7/20/11



Oakland Fund for Children and Youth

Contact Sheet 2011-2012

(Please Print or Type)



Fiscal Agency: Oakland Unified School District
Lead Agency: Oakland Unified School District
Project Title: OUSD Conflict Resolution

Strategy: [] After School On-Site, [] Summer, [] After School Off-Site, [] Older Youth, [] Early Childhood, [] Physical/Behavioral Health

Name of CONTRACT REPRESENTATIVE: Chen S. Kong-Wick
This individual must be an employee of the contracting agency/fiscal agency that has the authority to negotiate scopes of work, budgets, and complete contracting documents.

Title: OUSD Violence Prevention Program Specialist Phone: 510-482-7131
Email: Chen.Kong-Wick@ousd.k12.ca.us Fax: 510-879-5378
Mailing address: 4919 Mountain Blvd., Portable 11B, Oakland, CA Zip: 94619

Name of PROGRAM CONTACT: Chen S. Kong-Wick
This individual be able to answer any program specific questions.

Title: Chen.Kong-Wick Phone: 510-482-7131
Email: Chen.Kong-Wick@ousd.k12.ca.us Fax: 510-531-6836
Mailing address: 4919 Mountain Blvd., Portable 11B, Oakland, CA Zip: 94619

ADDITIONAL CONTACTS: (OPTIONAL)
These individuals also need to be notified regarding OFCY updates and information.

1 Name: Lisa Walker Title: Administrative Asst. I
Email: Lisa.Walker@ousd.k12.ca.us Phone: 510-482-7130
2 Name: Title:
Email Phone:
3 Name: Title:
Email Phone:

Persons Authorized to pick-up reimbursement payments:
These are the ONLY people authorized to pick up reimbursements. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to
1. Name: Chen S. Kong-Wick Title: OUSD Violence Prevention Program Specialist
Email: Chen.Kong-Wick@ousd.k12.ca.us Phone: 510-482-7131
2. Name: Lisa Walker Title: Administrative Asst. I
Email: Lisa.Walker@ousd.k12.ca.us Phone: 510-482-7130

If your agency or program undergoes any staff changes, please remember to RESUBMIT the contact sheet and fill in any information that has changed.

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS Schedule O

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 Schools Phone ⁵¹⁰ ~~415~~-829-8000

Street Address 1025 - 2nd Ave 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.

J.P. Minor 7.7.2011
 Signature Date

J.P. Minor General Counsel
 Print Name of Signer Position

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

Date Received by City: ___/___/___ By _____

Date Entered on Contractor Database: ___/___/___ By _____



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Part III: Ethnicity and Gender of Employees

Employment Category	Total Employees	Male						Female					
		Oakland Residents	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic
Project Management													
Professional													
Technical													
Clerical													
Trades													

please see attached

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. Signature *[Signature]*

Title *General Counsel* Date *7/7/2011*

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.

EEO Statistical Report

As of Date: 6/1/2011

STAFF TOTALS

Classification	Total	MALE					FEMALE					
		White	Black	Hispanic	Asian/ Pacific Island	Amer Ind/ Alaskan Nat	White	Black	Hispanic	Asian/ Pacific Island	Amer Ind/ Alaskan Nat	Oakland Residents
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
10. Librarians/Audio Visual	3.00	-	-	-	-	-	1.00	1.00	-	1.00	-	-
11. Consultants & Supy of Instruction	1.00	-	-	-	-	-	-	1.00	-	-	-	1.00
12. Other Professional Staff	166.00	10.00	9.00	7.00	10.00	-	40.00	39.00	18.00	33.00	-	64.00
13. Teachers Aides	38.00	1.00	5.00	1.00	1.00	-	2.00	15.00	10.00	3.00	-	19.00
14. Technicians	35.00	6.00	5.00	5.00	7.00	-	3.00	4.00	1.00	4.00	-	10.00
15. 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
16. 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
17. Skilled Crafts	67.00	22.00	18.00	12.00	9.00	2.00	3.00	-	1.00	-	-	18.00
18. Laborers, Unskilled	31.00	6.00	11.00	8.00	5.00	-	-	1.00	-	-	-	11.00
19. 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												
20. Professional Instructional	169.00	20.00	4.00	1.00	2.00	1.00	103.00	16.00	7.00	15.00	-	82.00
21. All Other	877.00	27.00	64.00	14.00	31.00	-	91.00	388.00	117.00	142.00	3.00	1.00
22. 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)												
23. Officials, Admin & Mgrs	4.00	-	1.00	2.00	-	-	1.00	-	-	-	-	2.00
24. Principals/Asst Principals	2.00	-	1.00	-	-	-	-	1.00	-	-	-	-
25. Classroom Teachers	163.00	27.00	3.00	3.00	5.00	-	77.00	10.00	15.00	21.00	2.00	99.00
26. Other Professional Staff	10.00	-	-	1.00	-	-	3.00	3.00	-	3.00	-	3.00
27. Nonprofessional Staff	24.00	1.00	6.00	2.00	2.00	-	2.00	8.00	2.00	1.00	-	14.00
28. 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



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.

AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION

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.

6/20/2011
Date

Oakland Unified School District
Company Name

1025 Second Avenue, Rm 406
Address

Oakland
City

CA
State

94606
Zip


Signature of Authorized Representative

Jacqueline P. Minor
Type or Print Name

General Counsel
Type or Print Title

Email Address



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AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION

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.

7/7/2011
Date

J. Minor
Signature of Authorized Representative

Oakland Unified Schools
Company Name

Jacqueline P. Minor
Type or Print Name

1025 - 2nd Ave
Address

General Counsel
Type or Print Title

Oakland
City

CA
State

94606
Zip

jacqueline.minor@
Email Address ousd.k12.ca.us

CERTIFICATE OF COVERAGE

Date (mm/dd/yyyy)
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 underwrite, 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: July 1, 2011 to June 30, 2012

LOCATION OF ACTIVITY: Various School Sites


DESCRIPTION OF ACTIVITY: Violence Prevention/Health Services Activities

CERTIFICATE HOLDER

City of Oakland
Oakland Fund for Children and Youth
150 Frank H. Ogawa Plaza, Suite 4353
Oakland, CA 94612

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.
Risk Management Officer

OFCY 2010-2013
ATTACHMENT A: FUNDING RECOMMENDATIONS

Early Childhood Programs: Mental Health Consultation

Award #	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
1	1	East Bay Agency for Children	EBAC: Early Childhood 0-5 Years Mental Health & Developmental Consultation in Early Care and Education Settings	\$125,000
2	2	Family Paths	The Early Childhood Mental Health Collaborative	\$200,000
3	3	Jewish Family & Children's Services of the East Bay	Integrated Early Childhood Consultation Program	\$200,000
4	4	Lincoln Child Center	Early Childhood Mental Health Consultation	\$125,000
5	5	The Link to Children	Early Childhood Mental Health Consultation	\$105,000
				\$765,000

Early Childhood Programs: Community Playgroups

Award #	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
6	10	Bring Me A Book Foundation	Community Play and Learn Groups	\$130,000
7	11	Children's Hospital & Research Center Oakland	Integrated Developmental Playgroups Program	\$200,000
8	12	City of Oakland - Office of Parks and Recreation	T.U.D.A. Inclusion Center	\$47,339
9	13	City of Oakland - Office of Parks and Recreation	Sandboxes to Empowerment	\$60,000
10	15	East Bay Agency for Children	Parent Child Education Support Program	\$80,000
11	17	Jumpstart for Young Children, Inc.	Jumpstart Oakland	\$75,000
12	19	Lawrence Hall of Science	Preschool Scientists of Oakland	\$25,000
13	20	Lotus Bloom Child & Family Center	Multicultural Playgroups	\$50,000
14	23	Safe Passages	Safe Passages Baby Learning Communities	\$125,000
				\$792,339

After School Programs: School-Based

Award #	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
15	88	Aspiranet	Carl B. Munk	\$87,049
16	94	Aspiranet	Community United/ Lockwood Futures	\$103,999
17	92	Aspiranet	East Oakland Pride	\$73,050
18	93	Aspiranet	EnCompass Academy	\$121,000
19	84	Aspiranet	Howard	\$63,050
20	85	Aspiranet	International Community School/ Think College Now	\$97,000
21	91	Aspiranet	Piedmont	\$63,050
22	86	Aspiranet	RISE/New Highland Academy	\$111,000
23	90	Aspiranet	Melrose Leadership Academy	\$90,000
24	95	Bay Area Community Resources	Bridges Academy	\$87,050
25	104	Bay Area Community Resources	Emerson	\$73,050
26	105	Bay Area Community Resources	Esperanza/Korematsu	\$97,000
27	102	Bay Area Community Resources	Greenleaf	\$87,050
28	99	Bay Area Community Resources	Hoover	\$87,050
29	98	Bay Area Community Resources	Lafayette	\$63,050
30	100	Bay Area Community Resources	Learning Without Limits/Global Family	\$126,000
31	103	Bay Area Community Resources	Markham	\$70,050
32	106	Bay Area Community Resources	Martin Luther King, Jr.	\$87,050
33	96	Bay Area Community Resources	Prescott (a.k.a. Preparatory Literary Academy of Cultural Excellence)	\$73,050
34	107	Bay Area Community Resources	Sankofa Academy	\$87,050
35	108	Bay Area Community Resources	Santa Fe	\$87,050
36	110	Bay Area Community Resources	Alliance Academy/Elmhurst Community Prep	\$125,000
37	97	Bay Area Community Resources	Bret Harte	\$90,000
38	109	Bay Area Community Resources	Claremont	\$90,000
39	111	Bay Area Community Resources	Madison	\$90,000
40	114	Eagle Village Community Center Youth and Family Services, Inc.	Eagle Village Community Center Youth and Family Services, Inc. (Westlake)	\$90,000
41	115	East Bay Agency for Children	Sequoia	\$73,050
42	116	East Bay Agency for Children	World Academy/Achieve Academy	\$87,050
43	117	East Bay Asian Youth Center	Bella Vista	\$63,050
44	118	East Bay Asian Youth Center	Franklin	\$63,050
45	119	East Bay Asian Youth Center	Garfield	\$87,050
46	120	East Bay Asian Youth Center	La Escuelita	\$80,050
47	121	East Bay Asian Youth Center	Manzanita Community School/Manzanita SEED	\$126,000
48	122	East Bay Asian Youth Center	Roosevelt	\$90,000
49	123	Girls, Inc.	Parker	\$87,050
50	126	Higher Ground Neighborhood Development Corp.	Allendale	\$63,050
51	125	Higher Ground Neighborhood Development Corp.	Brookfield	\$63,050
52	124	Higher Ground Neighborhood Development Corp.	Sobrante Park	\$63,050
53	128	Lighthouse Community Charter School	Lighthouse Community Charter	\$90,000
54	132	Oakland Leaf	ASCEND	\$90,000

OFCY 2010-2013
ATTACHMENT A: FUNDING RECOMMENDATIONS

55	131	Oakland Leaf	Urban Promise Academy	\$90,000
56	130	Oakland Asian Students Educational Services	Cleveland	\$63,050
57	129	Oakland Asian Students Educational Services	Lincoln	\$80,050
58	134	San Francisco Bay Area Council of Boy Scouts of America	Laurel	\$63,050
59	136	Safe Passages	Edna Brewer	\$90,000
60	137	Safe Passages	Frick	\$90,000
61	135	Safe Passages	Roots International Coliseum College Prep	\$125,000
62	138	Safe Passages	United For Success (@ Simmons)	\$90,000
63	142	San Francisco Bay Area Council of Boy Scouts of America	Fruitvale	\$63,050
64	140	San Francisco Bay Area Council of Boy Scouts of America	Horace Mann	\$87,050
65	141	San Francisco Bay Area Council of Boy Scouts of America	Maxwell Park	\$87,050
66	143	Spanish Speaking Citizens' Foundation	Lazear	\$63,050
67	145	Ujima Foundation	Burkhalter	\$63,050
68	144	Ujima Foundation	Lakeview	\$70,050
69	146	Urban Services YMCA	West Oakland Middle School	\$90,000
				\$4,658,848

After School Programs: Community-Based

	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
70	25	Ala Costa Centers	Ala Costa Centers Enhanced Learning After School Program for Children with Special Needs	\$85,050
71	27	Bay Area Outreach & Recreation Program	Sports & Recreation for Youth with Physical Disabilities	\$45,600
72	31	City of Oakland- Office of Parks and Recreation	Oakland Discovery Centers	\$140,000
73	33	Dimensions Dance Theater, Inc.	Rites of Passage	\$47,500
74	34	East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$85,000
75	41	Museum of Children's Art	Library Education and Art Program (LEAP)	\$65,781
76	45	OBUGS	OBUGS Out of School Time	\$40,000
77	50	The American Indian Child Resource Center	Nurturing Native Pride	\$75,000
78	52	The Green Stampede	Homework Club	\$10,000
79	53	Unity Council	Neighborhood Sports Initiative	\$85,000
				\$678,831

Summer Programming

	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
80	55	Destiny Arts Center	Camp Destiny	\$46,621
81	57	Leadership Excellence	Oakland Freedom School	\$88,441
82	58	Family Support Services of the Bay Area	Kinship Summer Youth Program	\$50,000
83	60	Aim High for High School	Aim High / Oakland - 3 Sites	\$120,000
84	61	East Bay Asian Youth Center	San Antonio Summer Learning Initiative	\$47,907
85	63	Oakland Asian Students Educational Services	OASES Summer Science Series	\$23,750
86	64	College Track	College Track Summer Program	\$32,300
87	65	Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$28,500
88	66	Girls Incorporated of Alameda County	Eureka! Summer Program	\$39,900
89	67	Girls Incorporated of Alameda County	Concordia Park Summer Program	\$47,500
90	70	City of Oakland- Office of Parks and Recreation	Summer Camp Explosion	\$100,000
91	254	East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$115,000
				\$738,919

Wellness and Healthy Transitions: Transitions Programming

	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
92	151	AspiraNet	LEAP - Learners Engaged in Awesome Programming	\$66,708
93	152	Bay Area Community Resources	Bret Harte Bridges Program	\$58,500
94	153	East Bay Asian Youth Center	Bridge To Success	\$30,496
95	154	Oakland Kids First	PASS-2 Peer Mentoring Program	\$118,000
96	157	Safe Passages	Safe Passages Transitions Program	\$125,000
97	178	Spanish Speaking Citizens' Foundation	Leading the Independence of our Barrios for Raza Empowerment (LIBRE)	\$120,000
				\$518,704

**OFCY 2010-2013
ATTACHMENT A: FUNDING RECOMMENDATIONS**

Wellness and Healthy Transitions: Youth Leadership Programs

	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
98	148	AIDS Project of the East Bay	LGBT Youth Health and Wellness Conductors Program	\$125,000
99	163	Asian Community Mental Health Services	Asian/Pacific Islander Youth Promoting Advocacy and Leadership (AYPAL)	\$175,000
100	164	Asian Health Services	Taking Charge: API Youth Leaders	\$25,000
101	170	La Clinica de la Raza	Oakland Middle School Youth Leadership Health Collaborative	\$125,000
102	171	Loto Taha Pasifika (fiscal agency: ARC Associates)	Healthy Heart Healthy Mind (HHHM)	\$46,541
103	172	Native American Health Center	Indigenous Youth Voices	\$125,000
104	179	Youth ALIVE!	Teens On Target Violence Prevention Program	\$100,000
				\$721,541

Wellness and Healthy Transitions: Conflict Resolution Programs

	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
105	181	McCullum Youth Court	PEACE Program	\$23,594
106	182	Oakland Unified School District - Instructional Services	OUSD Conflict Resolution	\$125,082
				\$148,676

Older Youth: Academic and Career/Job Success

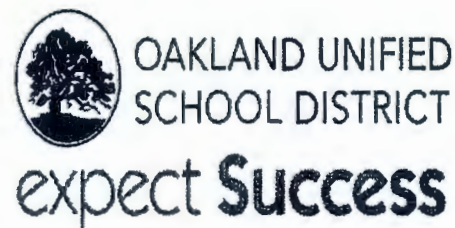
	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
107	184	Alameda County Medical Center	Model Neighborhood Program	\$140,000
108	189	Biotech Partners	Biotech Academy at Oakland Tech and Bioscience Career Institute Community College Program	\$85,000
109	192	Centro Legal de la Raza	Youth Law Academy	\$85,797
110	195	College Track	College Track Oakland	\$140,000
111	201	First Place for Youth	Steps to Success	\$106,249
112	207	Next Step Learning Center	Success at Seventeen	\$72,000
113	217	Youth Employment Partnership	Career Try-Out	\$75,000
114	218	Youth Radio	Pathways to Higher Education and Careers	\$120,000
115	240	Pivotal Point Youth Services	Project EEVE	\$72,391
116	200	East Side Arts Alliance	ESAA Youth Arts Program	\$70,137
				\$966,574

Older Youth: Comprehensive Programming

	Proposal #	Organization/Agency Name	Project Title	OFCY Award Amount
117	220	Alameda Family Services	DreamCatcher	\$120,000
118	222	Alternatives in Action	McClymonds and Life Academy Youth & Family Centers	\$175,000
119	227	City of Oakland, Office of Parks and Recreation	TOOLS: Transforming Ordinary Obstacles into Life Skills	\$126,936
120	228	Dimensions Dance Theater, Inc.	Internships and Apprenticeships Program	\$47,500
121	229	First Place for Youth	First Steps Community Resource Center	\$127,499
122	242	Refugee Transitions	Refugee and Immigrant Wellness Project	\$75,232
123	249	Youth ALIVE!	Caught in the Crossfire Comprehensive Services	\$76,500
				\$748,667

TOTAL AMOUNT FY 2010-2013 \$10,728,000

Board Office Use: Legislative File Info.	
File ID Number	10-2204
Introduction Date	9-13-10
Enactment Number	10-1766
Enactment Date	9-22-10
By	ST



every student. every classroom. every day.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education
From: Tony Smith, Ph.D., Superintendent
 Gia Troung, Professional Development
Director CCI
Subject: District Submitting Grant Proposal

ACTION REQUESTED: Approval and support by the Board of Education of District applicant submitting grant proposal for OUSD schools for fiscal year 2010-2011 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 2010-2011 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D. #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
10-2204	See Under Attachments		Professional Development/ Violence Prevention/Conflict Resolution Program	Conflict Resolution/Peer Mediation increases positive school climate through reductions in violence, suspensions and increase pro-social behavior.	July 1, 2010 – June 30, 2011	City of Oakland/Oakland Fund for Children and Youth	\$125,082

DISCUSSION: The district created a Grant Face sheet process to:

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

FISCAL IMPACT: The total amount of grant(s) will be provided to OUSD schools from the funders:

- Grant(s) valued at: \$125,082.00



OAKLAND UNIFIED
SCHOOL DISTRICT

expect **Success**

every student. every classroom. every day.

RECOMMEDATION:

Approval and support by the Board of Education of District applicant submitting a grant proposal for OUSD schools for fiscal year 2010-2011 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
Contact Sheet
Insurance
Schedule N-1 Equal Benefits – Declaration of Nondiscrimination/Equal Access
Current Benefits
OUSD Partner Coverage
City of Oakland Certificate of Compliance
Campaign Contribution Form
Declaration of Compliance with the Americans with Disabilities Act
Nuclear Free Zone Disclosure
Schedule D – Ownership, Ethnicity and Gender Questionnaire
Declaration of Compliance – Living Wage Ordinance
Employment Questionnaire
Declaration of Compliance – With the Americans with Disabilities Act
Affidavit of Non-Disciplinary or Investigatory Acton
California All Purpose Acknowledgment

2010-2011 OUSD Grants Management Facesheet

Title of Grant: OFCY -- OUSD Conflict Resolution	Funding Cycle Dates: July 1, 2010 -- June 30, 2011
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Diane O'Hara OUSD Financial Services, 314 E. 10 th Street, Oakland, CA 94606 Diane.Ohara@ousd.k12.ca.us	Grant Amount for Full Funding Cycle: \$125,082
Funding Agency: City of Oakland, Oakland Fund for Children and Youth	Grant Focus: Middle School Conflict Resolution - Peer Mediation
List all School(s) or Department(s) to be Served: Alliance Academy, Barack Obama Academy, Bret Harte, Claremont, Coliseum College Prep, Elmhurst Community Prep, Madison, Montera, Roots, and Westlake	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Conflict Resolution -- Peer Mediation increases positive school climate through reductions in violence, reductions in suspensions for fighting and an increase in pro-social behavior by students will also result in more on-task class time. Increases in pro-social skills (empathy, impulse control, anger management and problem solving) are also associated with higher academic achievement and greater school connectedness.
How will this grant be evaluated for impact upon student achievement? <small>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)</small>	Suspension data and implementation data provided by mediation program coordinators will be collected, including: the number of students trained as peer mediators, referrals to mediation, successfully mediated agreements, and mediations following suspension. In addition, mid-year and end of year satisfaction surveys are conducted with administration and staff, and student mediators complete end of the year satisfaction surveys.
Does the grant require any resources from the school(s) or district? If so, describe.	Participating schools must provide space to conduct confidential mediations and computer access for the on-site coordinator to maintain program records and evaluation information.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? <small>(If yes, include the district's indirect rate of 6.04% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</small>	Yes, services will be provided by part-time contractors. Indirect rate for this grant has been negotiated and confirmed at 4.75%.
Will the proposed program take students out of the classroom for any portion of the school day? <small>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</small>	Yes. The school administration in conjunction with the on-site CR coordinator will determine times during the school day that peer mediation training and mediations will occur. Most schools allow peer mediator training (12 hours) and mediation sessions to occur before school, after school, during lunch, or during an elective or PE class (with permission of the teacher). Every effort is made to avoid removing students from core academic classes to participate in this program.
Who is the contact managing and assuring grant compliance? <small>(Include contact's name, address, phone number, email address.)</small>	Taising Chen, Violence Prevention Programs, Department of Instructional Services, 4919 Mountain Blvd. P11B, Oakland, CA 94619, Office: (510) 879-2861 Fax: (510) 879-5378, Taising.Chen@ousd.k12.ca.us

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			
Department Head <small>(e.g. for school day programs or for extended day and student support activities)</small>	Gia Truong		8/24/10

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		8/30/10
Superintendent	Tony Smith		
	Gary D. Yee, Ed.D. <small>President, Board of Education</small>		9/23/10
	Edgar Rakestraw, Jr., Secretary <small>Board of Education</small>		9/23/10

**GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT**

Whereas, the City of Oakland wishes to enter into a grant agreement with OAKLAND UNIFIED SCHOOL DISTRICT, for a *KIDS FIRST! Oakland Fund for Children and Youth* grant, said funds to be serve children and youth of below the age of twenty-one years in Oakland; 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 82833 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, 2010 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, OAKLAND UNIFIED SCHOOL DISTRICT, ("Grantee")

2. Scope of Work

Grantee agrees to perform the community-related work, services or activities ("Work") set forth in the **Scope of Work** attached to this Agreement and incorporated herein by reference. It shall be the responsibility of the Grantee to coordinate and schedule the work to be performed so that commencement and completion take place within the provisions of this Agreement.

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

Grantee, by executing this Agreement, is responsible for fiscal and programmatic compliance with all Agreement terms. The Project Manager for the City shall be Sandra Taylor, Children and Youth Services Manager.

- a. Evaluation. Grantee is required to cooperate and collaborate with Oakland Fund for Children and Youth (OFCY) evaluation consultants; guidelines for participation and requirements will be provided by OFCY.
- b. Technical Assistance. Grantee is required to attend periodic sessions designed for technical assistance purposes.

3. Time of Performance

The grant term shall be for one year beginning July 1, 2010 and shall end on June 30, 2011.

4. Grant Funding and Method of Payment

Grantee will be paid for performance of the scope of services in an amount that will be based on actual costs but that will be "Capped" so as not to exceed **ONE HUNDRED TWENTY FIVE THOUSAND EIGHTY TWO DOLLARS [\$125,082]** in fiscal year 2010 - 2011 based on the scope of services and deliverable tasks in **Scope of Work and Scope of Work Narrative** and the budget by billing rates in **Budget and Budget Narrative**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if Grantee's actual costs exceed the Capped amount. Payment due on completion and acceptance of deliverables as specified in the Scope of Services.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of **EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS AND THIRTY CENTS [\$18,762.30]** (25% of total grant amount if \$100,000 or less. Otherwise, 15% of total grant amount). The advance will be offset against the payments to Grantee. Upon termination of this Agreement, Grantee must repay the full amount of the advance not recovered by the City over the contract period.

Payments shall be made on a reimbursement basis, payable quarterly upon submission of:

- 1.) A quarterly invoice, supported by detailed documentation, sufficient to support payment; and
- 2.) A quarterly progress report confirming compliance with service goals established by this Agreement, specified in **Scope of Work and Scope of Work Narrative**.

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-five (25) percent of the total project amount. Failure to secure at least a twenty-five (25) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty-five (25) percent reduction in the total amount of compensation paid to Grantee.

The documents submitted for all payments 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 Oakland Fund for Children and Youth funding during the following twelve months.

The City shall have the right, but not the obligation, to make disbursements directly to subcontractors, 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 subcontractors, fiscal partners or other parties performing work under this Agreement.

All obligations incurred in the performance of this Agreement must be reported to the City within sixty (60) days following the termination of this Agreement. No claims submitted after the sixty-day period will be recognized as binding upon the City for reimbursement.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the Work necessary to carry out this Agreement, Grantee shall be, and is, an independent contractor and is not an employee of the City. Grantee has and shall retain the right to exercise full control and supervision of the Work, and full control over the employment, direction, compensation and discharge of all persons assisting Grantee in the performance of Work hereunder. Grantee shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Grantee's own acts and those of Grantee's subordinates and employees. Grantee will determine the method, details and means of performing the Work described in **Scope of Work and Scope of Work Narrative**.

b. Grantee's Qualifications

Grantee represents that Grantee has the qualifications and skills necessary to perform the Work under this Agreement in a competent and professional manner without the advice or direction of The City. This means Grantee is able to fulfill the requirements of this Grant Agreement. Failure to perform all of the Work required under this Grant Agreement will constitute a material breach of the Agreement and may be cause for termination of Grant Funding and the Agreement. Grantee has complete and sole discretion for the manner in which the work under this Grant Agreement is performed.

c. Payment of Income Taxes

Grantee is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the grant payments paid by the City to Grantee for Work under this Agreement. On request, Grantee will provide the City with proof of timely payment. Grantee agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Grantee's failure to comply with this provision.

d. Tools, Materials and Equipment

Grantee will supply all tools, materials and equipment required to perform the Work under this Agreement.

e. Fiscal Agency Responsibility

This Agreement between the City and Grantee assumes inherent responsibility regarding fiscal agency. In the case of a subcontract or fiscal partnership, the City holds Grantee legally liable for all aspects of the contract including but not limited to project implementation, fiscal management, and communication with the City regarding the subcontract or fiscal partner activities.

As a fiscal sponsor or agent, Grantee is expected and authorized to manage the finances of the grant; monitor and deliver program activities of subcontracting or partner agencies; provide fiscal oversight and support to subcontracting or partner agencies; conduct fiscal review, site visits, and deliver necessary support to subcontracting or partner agencies; communicate with the City regarding the subcontract or fiscal partnership; review, approve, and submit reports, invoices, scope of work revision requests, and budget revision requests to the City; pick up warrants; terminate contracts with subcontracting or fiscal partner agencies with the approval of the City, if necessary; and assume full fiscal responsibility of contract, subcontract, and fiscal partnership.

f. Meetings

Grantee will be required to attend periodic technical assistance meetings. Those meetings are scheduled quarterly. Meeting dates are TBA, and they are subject to change upon notice.

g. Extra Work

Grantee will do no extra work under this Agreement without first receiving prior written authorization from the City. If such authorization is not obtained, City shall have no responsibility to pay Grantee.

h. Cooperation of the City

The City agrees to consider all reasonable requests of Grantee necessary to the performance of Grantee's duties under this Agreement.

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

Pursuant to the terms of the Request For Proposal (RFP), title to all property whose real or personal property exceeds five hundred dollars (\$500), 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. 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 of 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 Sub-grantees, in specifications, studies, reports, memoranda, computation documents prepared by Grantee or its Sub-grantees 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" will be explicitly stated in all pieces of publicity, including but not limited to

flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

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. 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.

12. 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.

13. 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 Council members, 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) 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 Section 13(a), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, sub-consultants and sub-grantees.
- 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 13. 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 13 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 13 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.

14. INTENTIONALLY OMITTED

15. Right to Offset Claims for Money

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 this Agreement, any purchase order, or any other transaction with Grantee.

16. Termination For Cause

The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Grantee breaches any of its material obligations provided for in

this Agreement and such breach is not corrected or cured within thirty (30) days after receipt of written notice of such breach.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2010.

17. Termination for Lack of Appropriation

City's obligations under this Agreement are contingent upon continued Kids First! funding by *The Oakland Fund for Children and Youth*. The City may terminate this Agreement on thirty (30) days' written notice to Grantee without further obligation if said grant funding is withdrawn or otherwise becomes unavailable. Termination notice shall be made in accordance with the "Notices" section of this Agreement.

18. Agents/Brokers

Grantee warrants that Grantee has not employed or retained any sub-grantee, 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 sub-grantee, 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 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.

19. Conflict of Interest

- a. Grantee certifies that no member of or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement in any benefit arising there from.
- b. 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
- c. 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.
- d. 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.

- e. 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 two thousand dollars (\$2,000) or more, (b) any real property in which the official has a direct or indirect interest worth two thousand dollars (\$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 five hundred dollars (\$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.*).
- f. 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.
- g. 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.

20. 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 sub-grantees, 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 Sub-grantees 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 **ADA Compliance Declaration** ("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.

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

- a. *Requirement* - There is a twenty percent (20%) minimum participation requirement for all grant agreements of fifty thousand dollars (\$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 sub-grantees and suppliers, by completing **Ownership, Ethnicity and Gender Questionnaire**.
- 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 sub-grantees 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 sub-grantees or suppliers.

- i. In recruitment of sub-grantees, 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 sub-grantees, 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.

22. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than twenty-five thousand (\$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 Wage Ordinance** 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 \$10.83 with health benefits or \$12.45 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. Rate adjustments as determined by the City of Oakland become effective July 1st of each year and contractors are required to compensate their employees accordingly.**
- 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 twelve dollars (\$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) 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 sub-grantees 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.

23. 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) 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 Oakland Municipal Code Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000) 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 sub-grantees 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 Form** or **EBO Certificate**.

24. 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 and incorporated herein as **Contract Contribution Form**.

25. 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.

26. 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.

27. Religious Prohibition

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

28. 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.

29. Governing Law

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

30. 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:

Sandra Taylor, Manager
City of Oakland
Department of Human Services
150 Frank H. Ogawa Plaza, Suite 4216
Oakland, CA 94612-2092

Grantee:

Anthony Smith
Superintendent
Oakland Unified School District
1025 Second Avenue, Room 301
Oakland, CA 94606

Attn:

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.

31. 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.

32. 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 for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of that 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.

33. Modification

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

34. 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.

35. Inconsistency

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

36. Approval

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

CITY OF OAKLAND

Dan Lindheim
City Administrator
Date: _____

Andrea Youngdahl
Director Department of Human Services
Date: _____

Approved as to form and legality:

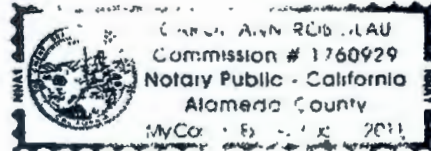
Name:
City Attorney
Date: _____

Oakland Unified School District.

Name:
Superintendent
Date: 7/26/10

Business Tax Certificate No.

82833
Resolution Number



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

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Date: _____

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Date: _____

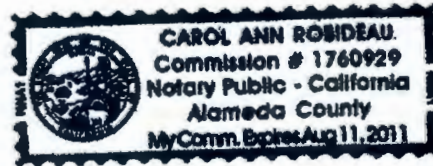
Oakland Unified School District

Name:
Superintendent
Date: 7/26/10

Business Tax Certificate No.

82833

Resolution Number



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

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CITY OF OAKLAND

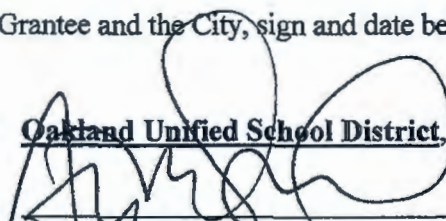
Dan Lindheim
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Director Department of Human Services
Date: _____

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Name:
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Date: _____

Oakland Unified School District

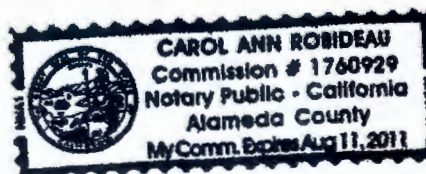


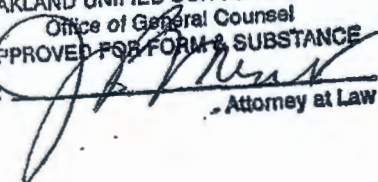
Name:
Superintendent
Date: 7/26/10

Business Tax Certificate No.

82833

Resolution Number



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

Attorney at Law

COVER PAGE

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

Program Type

Wellness and Healthy Transitions

Funding Strategy

Conflict resolution skills programming

Applicant/Local Sponsor

Organization/Public Agency Name

Oakland Unified School District - Instructional Services

Contact First Name

Taising

Contact Last Name

Chen

Contact Title

Violence Prevention Program Specialist

Address

City

State

Zip

4919 Mountain Blvd.

Oakland

CA

94609

Telephone

510-879-2861

Fax

510-879-5378

E-mail

Taising.Chen@ousd.k12.ca.us

Project Title

OUSD Conflict Resolution

Project Description (600 character max.)

Oakland Unified School Districts Conflict Resolution Program Coordinators recruit and train approximately 132 student mediators (11-14 years old) across 10 middle schools. The mediators reflect the academic, social, and ethnic diversity of each school. Once trained, they conduct an average of 100 conflict mediations per month. Using communication and problem-solving skills, student mediators assist peers in managing and resolving interpersonal conflict. During the school day, disputing students may be referred to conflict mediation by school staff, peers or themselves. The Conflict Resolut

Max Requests:

- Small and Emerging Organization: \$50,000
- Collaborative: \$250,000
- Single Agency Applicant: \$175,000

Designation

- Small and Emerging Organization (current organizational budget of 350K or less)
- Collaborative
- Single Agency Applicant

DEMOGRAPHICS

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

Total Unduplicated Youth Participants 132
 Total Unduplicated Adult Participants 0

Race and Ethnicity (reported)

Race and Ethnicity	Count	Percentage
African American	53	40.15%
Latino/Hispanic	46	34.85%
Asian/Pacific Islander	14	10.61%
Native American/Alaskan Native	3	2.27%
Caucasian	10	7.58%
Multiracial or Biracial	6	4.55%
Other	0	0.00%
Total	132	

Age (16 or over required)

Age Group	Count	Percentage
0 - 5 years	0	0.00%
6 - 10 years	0	0.00%
11 - 15 years	132	100.00%
16 - 20 years	0	0.00%
Total	132	

Gender (reported)

Gender	Count	Percentage
Female	70	53.03%
Male	62	46.97%
Transgendered	0	0.00%
Total	132	

Adult Participants (of no Service)

Category	Count	Percentage
Family members	0	n/a
Other adults (i.e. child care providers)	0	n/a
Total	0	

OPCY SCOPE OF WORK FORM
2010-2011

Total Grant Requested
\$125,083

Total Match
\$0,839

Total Project Budget
\$125,922

Diocese of Unified School District - Instructional Services
OSD Conflict Resolution



OPCY Cost Per Unduplicated Youth Participant	\$949
TOTAL Cost Per Unduplicated Youth Participant	\$1,426
Average Hours of Service per Unduplicated Youth Participant	\$42
OPCY Cost Per Unit of Service Unduplicated Youth Participant	\$42
Total Cost Per Unduplicated Youth + Adult Participant	\$916
Total Cost Per Unduplicated Youth + Event Participant	\$1,426
OPCY Cost Per Unduplicated Youth + Event Participant	\$57
Total Cost Per Unduplicated Youth + Event Participant	\$58
Average Hours of Service per Event Participant	\$8

Activity Category	Name of Activity	Activity Type	Engaging Youth Participants		Average Hours of Service		Event Participants		Event Hours		Event Cost		Event Hours		Event Cost		Description						
			Engaging Youth Participants	Average Hours of Service	Event Participants	Event Hours	Event Cost	Event Hours	Event Cost														
1	Other Conflict Mediation	Albion Academy Mediators by Quarter	Events	2	2	200	0	0	0	0	0	0	0	23	100	0.20	43	100	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, etc.). The ongoing youth are mediators, session youth are disputants, event participants are total # of disputants for the year.				
2	Peer led training for conflict mediators	Albion Academy Mediators Training (10-11)	Group Activities	6	6	0	0	0	1	1	1	1	1	1	1	1	1	10	1.50	48	120	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.	
3	Other Conflict Mediation	Baruch College Academy Mediators by Quarter	Events	2	2	130	0	0	3	0	0	19	0	0	21	0	0	17	60	0.50	22	60	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, etc.). The ongoing youth are mediators, session youth are disputants, event participants are total # of disputants for the year.
4	Peer led training for conflict mediators	Baruch College Academy Mediators Training (10-11)	Group Activities	4	4	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1.50	24	60	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.
5	Other Conflict Mediation	Bret Harris Mediators by Quarter	Events	2	2	250	0	0	6	0	0	20	0	0	24	0	0	23	100	0.50	43	160	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, etc.). The ongoing youth are mediators, session youth are disputants, event participants are total # of disputants for the year.
6	Peer led training for conflict mediators	Bret Harris Mediators Training (10-11)	Group Activities	25	25	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1.50	150	375	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.
7	Other Conflict Mediation	Cherwood Mediators by Quarter	Events	2	2	250	0	0	10	0	0	40	0	0	44	0	0	31	125	0.50	50	125	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, etc.). The ongoing youth are mediators, session youth are disputants, event participants are total # of disputants for the year.
8	Peer led training for conflict mediators	Cherwood Middle School Mediators Training (10-11)	Group Activities	15	15	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1.50	90	225	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.
9	Peer led training for conflict mediators	Colburn College Prep Mediators Training (10-11)	Group Activities	12	12	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1.50	72	180	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.
10	Other Conflict Mediation	Colburn College Prep Mediators by Quarter	Events	2	2	150	0	0	6	0	0	26	0	0	27	0	0	21	80	0.50	31	80	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, etc.). The ongoing youth are mediators, session youth are disputants, event participants are total # of disputants for the year.
11	Peer led training for conflict mediators	Elmhurst Community Prep Mediators Training (10-11)	Group Activities	6	6	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1.50	48	120	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.
12	Other Conflict Mediation	Elmhurst Community Prep Mediators by Quarter	Events	2	2	200	0	0	9	0	0	25	0	0	24	0	0	23	100	0.50	43	100	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, etc.). The ongoing youth are mediators, session youth are disputants, event participants are total # of disputants for the year.

12	Other Conflict Resolution Mediators	Mediators by Quarter	Events	2	2	140	0	0	0	4	0	0	24	0	0	25	0	0	17	70	0.50	28	70	-	Mediators facilitate resolution of non-physical disputes with their peers. This # of mediations held reflects each quarter (Report 1, Dec-01/2, etc.). The ongoing youth are mediations, session youth are disputes, event participants are total # of disputants for the year
14	Peer led conflict resolution mediators	Mediators by Quarter	Group Activities	15	15	0	0	0	1	1	1	1	1	1	1	1	1	1	1	10	1.50	90	225	-	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.
15	Other Conflict Resolution Mediators	Mediators by Quarter	Events	2	2	200	0	0	11	0	0	63	0	0	72	0	0	49	185	0.80	74	195	-	Mediators facilitate resolution of non-physical disputes with their peers. This # of mediations held reflects each quarter (Report 1, Dec-01/2, etc.). The ongoing youth are mediations, session youth are disputes, event participants are total # of disputants for the year	
16	Peer led conflict resolution mediators	Mediators by Quarter	Group Activities	23	25	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	150	375	-	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.	
17	Other Conflict Resolution Mediators	Mediators by Quarter	Events	2	2	120	0	0	3	0	0	19	0	0	21	0	0	17	60	0.50	22	60	-	Mediators facilitate resolution of non-physical disputes with their peers. This # of mediations held reflects each quarter (Report 1, Dec-01/2, etc.). The ongoing youth are mediations, session youth are disputes, event participants are total # of disputants for the year	
18	Peer led conflict resolution mediators	Mediators by Quarter	Group Activities	5	8	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	30	75	-	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.	
19	Other Conflict Resolution Mediators	Mediators by Quarter	Events	2	2	270	0	0	12	0	0	45	0	0	47	0	0	21	135	0.50	57	135	-	Mediators facilitate resolution of non-physical disputes with their peers. This # of mediations held reflects each quarter (Report 1, Dec-01/2, etc.). The ongoing youth are mediations, session youth are disputes, event participants are total # of disputants for the year	
20	Peer led conflict resolution mediators	Mediators by Quarter	Group Activities	15	18	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	90	225	-	Conflict resolution training, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict resolution process.	

BUDGET

Oakland Unified School District - Instructional Services - OUSD Conflict Resolution - Oakland Unified School District - Instructional Services - OUSD Conflict Resolution

DESCRIPTION	POSITION	RATE	HOURS	TOTAL PROJECT BUDGET	FRINGE	TOTAL
Violence Prevention Program Specialist	56228	0.25	14,057.00	0	14,057.00	
Narrative for the row above: Provides oversight, coordination, and program/fund development for OUSD violence prevention programming.						
Prevention Unit Administrative Assistant	48596	0.25	12,149.00	0	12,149.00	
Narrative for the row above: Provides administrative support to OUSD prevention programs.						
	Per Hour Rate	#Hours	Total Vol. In-kind			
Volunteer Hours (In-kind)	10.83	0	.00		.00	
Narrative for the row above:						
For the 'Total Project Budget' column of the Fringe row below, enter the total dollar cost for fringe; be sure to include only those personnel that receive benefits from your agency.						
FRINGE	Fringe Rate 30.08%		7881.80	0	7881.80	
PERSONNEL TOTAL			\$34,087.80	\$0.00	\$34,087.80	

Duplicating/Copying			0.00	0.00	.00	
Narrative for the row above:						
Equipment Lease Agreement(s)			200.00	0.00	200.00	
Narrative for the row above:						

% of the lease agreement for the copier.

Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
Facility Rental	0.00	0.00	.00
Narrative for the row above			
General Office Supplies/Software	300.00	0.00	300.00
Narrative for the row above			
Includes general office supplies such as paper, pens, paper clips, staples, etc.			
Postage	0.00	0.00	.00
Narrative for the row above			
Program Materials and Supplies	232.80	232.80	.00
Narrative for the row above			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above			
Travel/Transportation	400.00	0.00	400.00
Narrative for the row above			
25% of personnel mileage costs			
YOUTH GRANTS (only for youth 2 youth grantmaking programs)	0.00	0.00	.00
Narrative for the row above			
Youth Stipends	0.00	0.00	.00
Narrative for the row above			
OTHER DIRECT COSTS TOTAL	\$1,132.80	\$232.80	\$900.00

<i>unnamed subcontractor</i>	0.00	0.00	.00
SUBCONTRACTOR TOTAL	\$.00	\$.00	\$.00

CONTRACTOR SERVICES

(Not to include youth stipend, youth grants, or subcontractors)

Conflict Resolution Lead Consultant	32250.00	17400.00	14,850.00
<i>Narrative for the row above:</i> Provides guidance, trainings, professional development and evaluation to the conflict resolution programs at a rate of \$50 per hour for 8 hours a week and 43 weeks total during the 2010-2011 school year.			
Conflict Resolution Coordinator 1	17965.00	16965.00	1,000.00
<i>Narrative for the row above:</i> Provides direct on-site services at Alliance Academy and Elmhurst Community Prep at a rate of \$30 per hour for 14.5 hours a week and 39 weeks total during the 2010-2011 school year.			
Conflict Resolution Coordinator 2	21115.00	11115.00	10,000.00
<i>Narrative for the row above:</i> Provides direct on-site services at Montera Middle School at a rate of \$30 per hour for 9.5 hours a week and 39 weeks total during the 2010-2011 school year.			
Conflict Resolution Coordinator 3	17550.00	17550.00	.00
<i>Narrative for the row above:</i> Provides direct on-site services at Westlake Middle School at a rate of \$30 per hour for 15 hours a week and 39 weeks total during the 2010-2011 school year.			
Conflict Resolution Coordinator 4	11700.00	11700.00	.00
<i>Narrative for the row above:</i> Provides direct on-site services at Roots International Academy and Coliseum College Prep Academy at a rate of \$25 per hour for 12 hours a week and 39 weeks total during the 2010-2011 school year.			

Conflict Resolution Coordinator 5 11700.00 11700.00 .00
 Narrative for the row above:
 Provides direct on-site services at Bret Harte Middle School at a rate of \$25 per hour for 12 hours a week and 39 weeks total during the 2010-2011 school year.

Conflict Resolution Coordinator 6 14040.00 14040.00 .00
 Narrative for the row above:
 Provides direct on-site services at Claremont Middle School at a rate of \$30 per hour for 12 hours a week and 39 weeks total during the 2010-2011 school year.

Conflict Resolution Coordinator 7 11700.00 11700.00 .00
 Narrative for the row above:
 Provides direct on-site services at Madison Middle School at a rate of \$25 per hour for 12 hours a week and 39 weeks total during the 2010-2011 school year.

Conflict Resolution Coordinator 8 7020.00 7020.00 .00
 Narrative for the row above:
 Provides direct on-site services at Barack Obama Middle School at a rate of \$30 per hour for 6 hours a week and 39 weeks total during the 2010-2011 school year.

CONSULTANTS TOTAL \$145,040.00 \$119,190.00 \$25,850.00

SUBTOTAL WITHOUT INDIRECT COSTS \$180,260.60 \$139,422.80 \$60,837.80

5659.20 5659.20 .00
 Narrative for the row above:

\$185,919.80 \$125,082.00 \$60,837.80



Oakland Fund for Children and Youth

Contact Sheet 2010-2011

(Please Print or Type)



Fiscal Agency: Oakland Unified School District
Lead Agency: Oakland Unified School District
Project Title: OUSD Conflict Resolution

Strategy: [] After School On-Site [] After School Off-Site [] Early Childhood
[] Summer [] Older Youth [] Physical/Behavioral Health

Name of CONTRACT REPRESENTATIVE: Taising Chen
This individual must be an employee of the contracting agency/fiscal agency that has the authority to negotiate scopes of work, budgets, and complete contracting documents.

Title: OUSD Violence Prevention Program Specialist Phone: 510-879-2861
Email: Taising.Chen@ousd.k12.ca.us Fax: 510-879-5378
Mailing address: 4919 Mountain Blvd., Portable 11B, Oakland, CA Zip: 94619

Name of PROGRAM CONTACT: Gail Sadalla
This individual be able to answer any program specific questions.

Title: Conflict Resolution Lead Consultant Phone: 415-647-1579
Email: gsadalla@gmail.com Fax: 510-879-5378
Mailing address: 4919 Mountain Blvd., Portable 11B, Oakland, CA Zip: 94619

ADDITIONAL CONTACTS: (OPTIONAL)
These individuals also need to be notified regarding OFCY updates and information.

1 Name: Lisa Walker Title: Administrative Asst. I
Email: Lisa.Walker@ousd.k12.ca.us Phone: 510-879-5377
2 Name: Title:
Email: Phone:
3 Name: Title:
Email: Phone:

Persons Authorized to pick-up reimbursement payments:
These are the ONLY people authorized to pick up reimbursements. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to
1. Name: Taising Chen Title: OUSD Violence Prevention Program Specialist
Email: Taising.Chen@ousd.k12.ca.us Phone: 510-879-2861
2. Name: Lisa Walker Title: Administrative Asst. I
Email: Lisa.Walker@ousd.k12.ca.us Phone: 510-879-5377

If your agency or program undergoes any staff changes, please remember to RESUBMIT the contact sheet and fill in any information that has changed.

OCERTIFICATE OF COVERAGE

Date (mm/dd/yyyy)
07/01/10

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 National Union Fire Insurance (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.

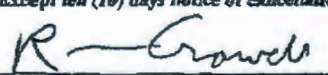
It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the certificate holder is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown 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 # NCR0171102	7/1/10 - 6/30/11	\$ 250,000.00	\$ 2,000,000.00
A	Automobile Liability	Self-Insured NCR MOC # NCR0171102	7/1/10 - 6/30/11	\$ 250,000.00	\$ 2,000,000.00
A	Property Coverage	Self-Insured NCR MOC # NCR0171102	7/1/10 - 6/30/11	\$ 250,000.00	\$ 250,000,000.00
B	Workers' Compensation	Self-Insured NUF #4880455 MRC #AM00009712010	7/1/10 - 6/30/11	\$ 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: 7/01/10 to 6/30/11
LOCATION OF ACTIVITY: Multiple OUSD Educational Sites; Office of Superintendent, 1025 Second Ave., Oakland, CA
DESCRIPTION OF ACTIVITY: Measure Y Violence Prevention Grant - Student, Parent Staff Violence Prevention Activities

CERTIFICATE HOLDER City of Oakland Measure Y Funds 150 Frank H. Ogawa Plaza, 4 th 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. Risk Management Officer
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**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 Carolita Roman
 Address 1025 2nd Avenue, Rm. 111
 City Oakland State CA Zip 94606
 Phone Number 510-879-8589 Fax Number 510-879-2913
 Vendor Number _____ Federal ID or Social Security Number 946000385
 Approximate Number of Employees in the U.S. 4,200

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No
 Union Name(s) UAW, SEIU, OEA, CSEA, Bldg Cons., Teachers, AFSCME and AFT

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	✓	✓	✓		✓
Dental	✓	✓	✓		✓
Vision	✓	✓	✓		✓
Retirement (Pension, 401K, etc)	✓				
Bereavement	✓				
Family Leave	✓				
Parental Leave	✓				
Employee Assistance Program	✓	✓	✓		
Relocation & Travel					
Company Discount, Facilities & Events					
Credit Union					
Child Care					
Other					

Signature: Carolita Roman Date: 7/6/2010

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

**OAKLAND UNIFIED SCHOOL DISTRICT
CURRENT BENEFITS OFFERED TO ALL OUSD ACTIVE EMPLOYEES (EXCEPT AFSCME AND ADULT ED)**

	Health Net HMO	Kaiser HMO
Choice of Medical Plans State of California Domestic Partner coverage (same sex) is available.	\$20 co-pay for office visit; \$250 co-pay for hospital PPO option is available, at a cost to you, please inquire. \$15 co-pay per prescription for generic drugs; \$35 for brand-name drugs and \$55 non-formulary. ER \$100, waived if admitted.	\$15 for office visit; \$250 copay for hospital. \$10 generic co-pay per prescription and \$30 for brand-name drugs. ER \$100, waived if admitted.
Vision Coverage Coverage Frequency Contact Lenses	Vision Service Plan (VSP) for Health Net Members Exams every 12 months; lenses every 24 months; frames every 24 months. \$5 co-pay then no charge for lenses and frames. Exam provided by an approved VSP participating doctor. (1) Call VSP at (800)877-7195 for list of participating doctors and to find out where you go for lenses and frames. Web site: www.vsp.com <u>Medically Necessary</u> for certain conditions—every 24 months. <u>Elective</u> — every 24 months	Vision Service Plan (VSP) for Kaiser Members Exams every 12 months; lenses every 24 months; frames every 24 months. \$5 co-pay then no charge for lenses and frames. Exam provided by an approved VSP participating doctor. (1) Call VSP at (800)877-7195 for list of participating doctors and to find out where you go for lenses and frames. <u>Medically Necessary</u> for certain conditions—every 24 months. <u>Elective</u> — every 24 months
Dental Coverage	Oakland Unified has a self-funded dental plan. — Delta Dental - There is no deductible for individual or family. Preventive/Diagnostic, Restorative, Basic benefits are payable on an incentive plan; 70% the first year of coverage; 80% the second year, etc. Prosthodontia is covered at 50%. The maximum benefit per calendar year is \$1,500. Orthodontia is available for dependent children only at 50% and a lifetime benefit of \$500. Part time employees receive reduced dental benefits based on hours worked.	
Life Insurance	Life and Accidental Death and Dismemberment benefit of \$10,000 for employees only. No cost to employees.	
Long Term Disability	Benefit and Duration determined by employment status. Payment is integrated with other earnings which may be received, such as sick leave.	
When do I need to sign up for benefits	New hire must sign up within the first 30 days of hire date. Change in family status: the 30-day rule* also applies if you are adding a new baby, adopting a child or adding a dependent due to marriage. Marriage certificate required; birth certificates or court documents for dependents. If you increase or decrease your hours worked you can only do so for benefit plans which you are currently enrolled, otherwise you must wait for open enrollment in the Spring..	
When is coverage effective?	OEA health effective first of the following month from date of hire, dental six (6) full-months first of the following month from date of hire. UAOS, Non-Rep	Confidential first of the following month. SEIU Local 790, Teamsters, B&G first of the following month after obtaining permanent status.

- * If the 30-day rule is missed, the next available date to enroll is Open Enrollment which is held in Spring each year. This is a summary of benefits only; it is not intended to replace the booklets provided by the respective carriers or Oakland Unified School District. The booklets contain more details about the plans as well as exclusions and limitations. UAOS members can contribute up to 7.5% of salary and Non-Rep. Mgmt. and Staff can contribute 8.0% of salary towards a taxed-deferred TIAA-CREF account (information packet included – see Carlotta Roman, room 111).

OAKLAND UNIFIED SCHOOL DISTRICT
CURRENT BENEFITS OFFERED TO FOOD SERVICE, CUSTODIANS AND AIDE TO THE HANDICAPPED
(AFSCME BARGAINING UNIT)
FOOD SERVICE, CUSTODIANS AND AIDE TO THE HANDICAPPED

	Health Net	Kaiser
Choice of Medical Plans	\$15 co-pay for office visit; \$250 for hospital; \$100 ER \$10 co-pay per prescription for generic drugs; \$25 co-pay per prescription for brand-name drugs. \$50 for drugs not on Health Net's approved list of drugs covered.	\$10 co-pay for office; \$250 for hospital; \$100 ER \$10 co-pay per prescription for generic drugs; \$30 co-pay per prescription for brand-name drugs
Vision Coverage	Exams every 12 months; lenses every 24 months; frames every 24 months. \$5 co-pay then no charge for lenses and frames. Exam provided by an approved VSP participating doctor. (1) Call VSP at (800)877-7195 for list of participating doctors and to find out where you go for lenses and frames. Web site: www.vsp.com.	Exams every 12 months; lenses every 24 months; frames every 24 months. \$5 co-pay then no charge for lenses and frames. Exam provided by an approved VSP participating doctor. (1) Call VSP at (800)877-7195 for list of participating doctors and to find out where you go for lenses and frames.
Contact Lenses	Medically Necessary for certain conditions - every 24 months and Elective every 24 months.	Medically Necessary for certain conditions - every 24 months and Elective every 24 months.
Dental Coverage	Oakland Unified has a self-funded dental plan - Delta Dental. There is no deductible for individual or family. Preventive/Diagnostic, Restorative, Basic benefits are payable on an incentive plan; 70% the first year of coverage; 80% the second year, etc. Prosthodontia is covered at 50%. The maximum benefit per calendar year is \$1,000. Orthodontia is available for children only with coinsurance of 50% and a lifetime benefit of \$500. No cost to employee. Dental benefits are reduced for hours worked for employees who work less than 6 hours.	
Life Insurance	Life and Accidental Death and Dismemberment benefit of \$5,000 for AFSCME employees (Food Service, Custodians, Aide to the Handicapped). No cost to employee.	
Long Term Disability	Benefit and duration determined by classification and years of service. No cost to employee.	
When do I need to sign up for benefits	New hire must sign up within the first 30 days of hire date. Change in family status: the 30-day rule* also applies if you are adding a new baby, adopting a child or adding a dependent due to marriage. Marriage certificate required; birth certificates or court documents for dependents. If you go from part time to full time you can only get full time benefits for those benefit plans which you are currently enrolled, otherwise you must wait for open enrollment.	
When is coverage effective?	Medical and Dental coverage is effective the first of the following month after obtaining a permanent status. Life coverage is effective the first of the month following date of hire.	

* If the 30-day rule is missed, then the next available date to enroll is Open Enrollment which is held in September each year.

This is a summary of benefits only; it is not intended to replace the booklets provided by the respective carriers or Oakland Unified School District. The booklets contain more details about the plans as well as exclusions and limitations. Please see "over" for medical costs.

Oakland Unified School District Partner Coverage Overview

Employee Eligibility – All employees, in any bargaining unit, eligible for benefits coverage (including OEA, Confidential and UAOS).

Domestic Partner Qualification – Must register the Partnership with the California Secretary of State. Same sex domestic partner or opposite sex where one person is over the age of 62 and the other is at least 18 and

1. Both persons have a common residence
2. Neither person is married to someone else nor is a member of another domestic partnership that has not been terminated.
3. Are not related by blood in a way that would prevent them from being married to each other in California
4. Both persons are at least 18 years of age.

Required Documentation –

1. Must provide a copy of the registered Declaration of Domestic Partnership form which is available through the Secretary's Web site
<http://www.ss.ca.gov/dpreistry>



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



Campaign Contribution Form

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

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 Phone 510.879.1000
Street Address 1025-2nd Ave City Oakland State _____ 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. N/A

Individual or Business Name _____ 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.

J. Minor
Signature
Jacqueline Minor
Print Name of Signer

7.19.2010
Date
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 _____



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.

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

Oakland Unified Schools

Company Name

J. Minix

Signature of Authorized Representative

1025- 2nd Ave, Oakland

Address

Jacqueline Minix

Type or Print Name

510 879-8535

Phone

Date

General Counsel

Type or Print Title



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

I, Jacqueline 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.

7/17/10
(Date)

J. Minor
(Signature and Name)

Oakland Unified School District
(Name of Business Entity)

1025 - 2nd Ave
(Street Address)

Oakland, CA 94606
(City, State and Zip Code)

NA
(Name of Parent Company)



**SCHEDULE D
 OWNERSHIP, ETHNICITY and GENDER
 QUESTIONNAIRE**

Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm or Individual Name Oakland Unified School District Phone (510) 879-2140
 Street Address 1025 2nd Avenue City Oakland State CA Zip 94606 Federal ID # 94-6000358
 City of Oakland Business License Number _____ Completed by: _____ Phone if different from above _____

(Please check one and explain below)

- Self Employed, Name of Owner _____ Corporation, State of Incorporation _____
 Partnership, General or Limited _____ Names of Partners _____
 Joint Venture, Names of Participants _____

Ownership Interests
 All owners must be listed
 in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II: CERTIFICATIONS

Please attach a copy of the certification letter or provide the certification number and expiration date.

- Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date: _____
 Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
 Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
 Oakland Certified Local Business Enterprise Cert # _____ Expiration Date _____
 Other _____ Cert # _____ Expiration Date _____

Oakland Unified School District is a public entity, established under the authority of the CA State Constitution.

N/A

Part III: Ethnicity and Gender of Employees

Employment Category	Total Employees	Oakland Residents	Male					Female						
			African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/ Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other
Project Management														
Professional														
Technical														
Clerical														
Trades														

AFFIRMATIVE ACTION INFORMATION. I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. Signature *J. Menor*
 Title General Counsel Date 7-19-10

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.



DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

(For use by all city agencies and departments for procurement, and professional services contracts)
To be completed by the prime and subconsultants (including CFARs)

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) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$10.83 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$12.45 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. Effective July 1, 2010 the new rates will be \$11.15 with health benefits and \$12.82 without health benefits.

- (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) Health benefits –Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.67 per hour. Contractor 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.
- (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. For further information you may visit <http://www.irs.gov/individuals/article/0,,id=96406,00.html>
- (c) 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 2008 Earned Income Tax Outreach Kit <http://www.cbpp.org/eic2008/>
- (d) 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
- (e) 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.

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

Oakland Unified School
Company Name

1025 - 2nd Avenue
Address

510
Area Code

879-1000
Phone

7/17/10
Date

J. Minor
Signature of Authorized Representative

Jacqueline P. Minor
Type or Print Name

General Counsel
Type or Print Title

Employment Questionnaire

Please provide responses to the following questions:

Item No.	DESCRIPTION	RESPONSE	COMMENTS
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)	4200	
2.	How many of your permanent employees are paid above the Living Wage rate.	4200	
	How many of your permanent employees are paid below the Living Wage rate.	Ø	
3.	Number of compensated days off per employee (Refer to item "a" on the other side of the form for the correct number of compensated days off.	Varies	
4.	Number of trainees in your company?	Ø	
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	Varies	



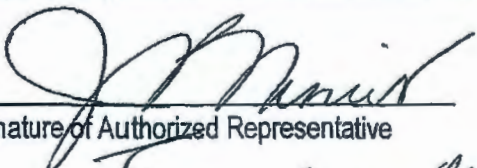
DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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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.

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

<u>Oakland Unified Schools</u> Company Name	<u></u> Signature of Authorized Representative
<u>1025 - 2nd Ave, Oakland</u> Address	<u>Jacqueline Minors</u> Type or Print Name
<u>910 879-8535</u> Phone	<u>General Counsel</u> Type or Print Title
_____ Date	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 7-28-10 before me, Carol Ann Robideau
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

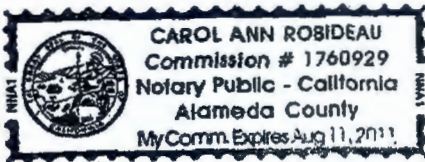
personally appeared Anthony M. Smith
Name(s) of Signer(s)

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: _____