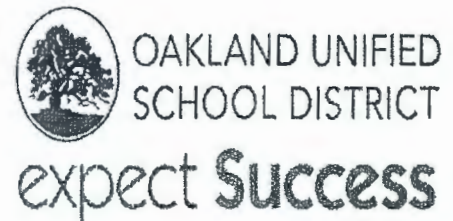


Board Office Use: Legislative File Info:	
File ID Number	10-2204
Introduction Date	9-13-10
Enactment Number	10-1766
Enactment Date	9-22-10
By	82



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 LC
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		

7/10 OUSD Grants Management Services

Gary D. Yee, Ed.D.
President, Board of Education
9/23/10

Edgar Rakestraw, Jr., Secretary
Board of Education
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:

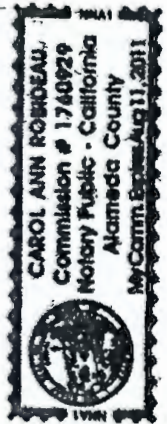
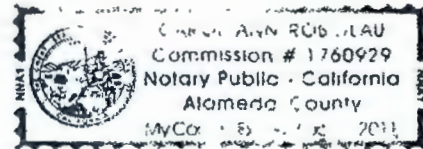
Name:
City Attorney
Date: _____

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: [Signature]
Attorney at Law

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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: _____

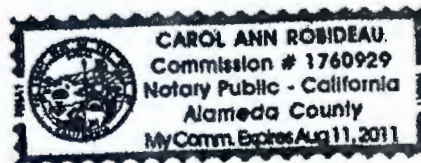
Oakland Unified School District

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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CITY OF OAKLAND

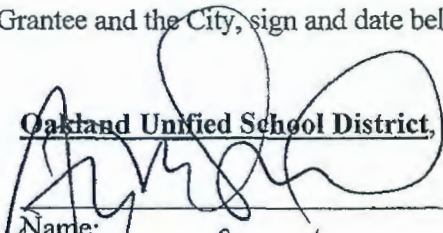
Dan Lindheim
City Administrator
Date: _____

Andrea Youngdahl
Director Department of Human Services
Date: _____

Approved as to form and legality:

Name:
City Attorney
Date: _____

Oakland Unified School District,

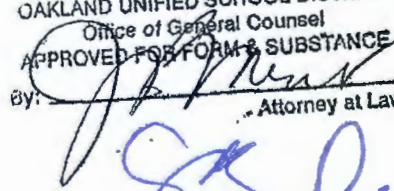


Name:
Superintendent
Date: 7/26/10


Business Tax Certificate No.

82833
Resolution Number



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


Gary D. Yee, Ed.D.
President, Board of Education


Edgar Rakestraw, Jr., Secretary
Board of Education

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

4919 Mountain Blvd.

City

Oakland

State

CA

Zip

94609

Telephone

510-879-2861

Fax

510-879-5378

Email

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 (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	
Age Group (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 (Required)	To be Served	% To be Served
Family members	0	n/a
Other adults (i.e. child care providers)	0	n/a
Total	0	

OF CY SCOPE OF WORK FORM
2010-2011

Total Grant Requested:
\$125,082

Total Match
\$ 60,838

Total Project Budget
\$ 185,920

Oakland Unified School District - Instructional Services
OUSD Conflict Resolution

Units of Service Unduplicated Youth Participants	Units of Service Unduplicated Youth Participants
3,005	120,375

OF CY Cost Per Unduplicated Youth Participant \$948
TOTAL Cost Per Unduplicated Youth Participant \$1,408
Average Hours of Service per Unduplicated Youth Participant 23
OF CY Cost Per Unit of Service Unduplicated Youth Participant \$42
Total Cost Per Unit of Service Unduplicated Youth Participant \$62

Unduplicated Youth Participants 132
Unduplicated Adult Participants 0

Event Participants 209

OF CY Cost Per Unduplicated Youth + Adult Participant \$948
Total Cost Per Unduplicated Youth + Adult Participant \$1,408

OF CY Cost Per Unduplicated Youth + Event Participant \$57
Total Cost Per Unduplicated Youth + Event Participant \$85
Average Hours of Service per Event Participant \$9

Activity Category	Name of Activity	Activity Type	Projected Number of Youth Participants			Implementation Schedule (include the projected # of sessions the activity will be offered)																Projected Total Sessions	Average Number of Hours per Session	Projected Total Hours of Service	Projected Total Cost	Days of Activity	Time of Activity	Description
			Opposite Youth Participants	At-Risk Youth Participants	Event Participants	8/10	8/11	8/12	8/13	8/14	8/15	8/16	8/17	8/18	8/19	8/20	8/21	8/22	8/23	8/24	8/25							
1	Other: Conflict Mediations	Alliance Academy Mediators by Quarter	2	2	200	0	0	3	0	0	35	0	0	34	0	0	23	100	0.50	43	100	-		Mediators facilitate resolution of non-physical disputes with their peers. The # of mediations listed reflects each quarter (Sep/Oct 1, Dec/Oct 2, 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	Alliance Academy Mediator Trainings (10-11)	8	8	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	48	120	-		Conflict resolution trainings, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict mediation process.				
3	Other: Conflict Mediations	Barack Obama Academy Mediations by Quarter	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. The # of mediations listed reflects each quarter (Sep/Oct 1, Dec/Oct 2, 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	Barack Obama Academy Mediator Trainings (10-11)	4	4	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	24	60	-		Conflict resolution trainings, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict mediation process.				
5	Other: Conflict Mediation	Bret Harts Mediations by Quarter	2	2	200	0	0	8	0	0	35	0	0	34	0	0	23	100	0.50	43	100	-		Mediators facilitate resolution of non-physical disputes with their peers. The # of mediations listed reflects each quarter (Sep/Oct 1, Dec/Oct 2, 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 Harts Middle School Mediator Trainings (10-11)	25	25	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	150	375	-		Conflict resolution trainings, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict mediation process.				
7	Other: Conflict Mediation	Claremont Mediations by Quarter	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 mediations listed reflects each quarter (Sep/Oct 1, Dec/Oct 2, 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	Claremont Middle School Mediator Trainings (10-11)	15	15	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	90	225	-		Conflict resolution trainings, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict mediation process.				
9	Peer led training for conflict mediators	Coliseum College Prep Conflict Mediator Trainings (10-11)	12	12	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	72	180	-		Conflict resolution trainings, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict mediation process.				
10	Other: Conflict Mediation	Coliseum College Prep Mediations by Quarter	2	2	150	0	0	6	0	0	26	0	0	27	0	0	21	80	0.50	32	80	-		Mediators facilitate resolution of non-physical disputes with their peers. The # of mediations listed reflects each quarter (Sep/Oct 1, Dec/Oct 2, 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 Mediator Trainings (10-11)	8	8	0	0	0	1	1	1	1	1	1	1	1	1	1	10	1.50	48	120	-		Conflict resolution trainings, which includes, but is not limited to, topics such as effective communication, de-escalating conflict, understanding feelings, and a 3-part conflict mediation process.				
12	Other: Conflict Mediation	Elmhurst Community Prep Mediations by Quarter	2	2	200	0	0	8	0	0	35	0	0	34	0	0	23	100	0.50	43	100	-		Mediators facilitate resolution of non-physical disputes with their peers. The # of mediations listed reflects each quarter (Sep/Oct 1, Dec/Oct 2, etc.). The ongoing youth are mediators, session youth are disputants, event participants are total # of disputants for the year.				

13	Other Conflict Resolution Mediation	Mediation Mediators by Quarter	Events	2	2	149	0	0	0	4	0	0	24	0	0	23	0	0	17	70	0.50	28	70	-	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, Jan-Feb, Mar-Apr, May-Jun, Jul-Aug, Sep-Oct). The ongoing pool is the number of mediators who are currently serving as mediators. The ongoing pool is the number of mediators who are currently serving as mediators. The ongoing pool is the number of mediators who are currently serving as mediators.
14	Peer Mediation Training for Mediators	Mediator Middle School Mediator Training [10-11]	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 spirit conflict resolution process.
15	Other Conflict Resolution Mediation	Mediators Mediators by Quarter	Events	2	2	390	0	0	11	0	0	63	0	0	72	0	0	49	155	0.50	74	195	-	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, Jan-Feb, Mar-Apr, May-Jun, Jul-Aug, Sep-Oct). The ongoing pool is the number of mediators who are currently serving as mediators. The ongoing pool is the number of mediators who are currently serving as mediators.	
16	Peer Mediation Training for Mediators	Mediator Middle School Mediator Training [10-11]	Group Activities	25	25	0	0	0	1	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 spirit conflict resolution process.
17	Other Conflict Resolution Mediation	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. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, Jan-Feb, Mar-Apr, May-Jun, Jul-Aug, Sep-Oct). The ongoing pool is the number of mediators who are currently serving as mediators. The ongoing pool is the number of mediators who are currently serving as mediators.	
18	Peer Mediation Training for Mediators	Mediator Middle School Mediator Training [10-11]	Group Activities	5	5	0	0	0	1	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 spirit conflict resolution process.
19	Other Conflict Resolution Mediation	Mediators Mediators by Quarter	Events	2	2	230	0	0	12	0	0	45	0	0	47	0	0	31	135	0.50	57	135	-	Mediators facilitate resolution of non-physical disputes with their peers. The # of mediators listed reflects each quarter (Sep-Oct, Nov-Dec, Jan-Feb, Mar-Apr, May-Jun, Jul-Aug, Sep-Oct). The ongoing pool is the number of mediators who are currently serving as mediators. The ongoing pool is the number of mediators who are currently serving as mediators.	
20	Peer Mediation Training for Mediators	Mediator Middle School Mediator Training [10-11]	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 spirit conflict resolution process.

BUDGET

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

PERSONNEL						
Rate/Annual Positions	Rate (Annual Salary)	% Time (99% - 99%)	Total Project Budget	Other Funds Requested	Projected Match	
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	\$7,881.80	
PERSONNEL TOTAL			\$34,087.80	\$.00	\$34,087.80	

Other Budget Goals	Total Project Budget	Other Funds Requested	Projected Match
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

SUBCONTRACTORS	Total Project Budget	OPC/Funds Requested	Projected Match
<i>unnamed subcontractor</i>	0.00	0.00	.00
SUBCONTRACTOR TOTAL	\$0.00	\$0.00	\$0.00

CONTRACTS	Total Project Budget	OPC/Funds Requested	Projected Match
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(Not to include youth stipend, youth grants, or subcontractors)

Conflict Resolution Lead Consultant	32250.00	17400.00	14,850.00
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Narrative for the row above:

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
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Narrative for the row above:

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
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Narrative for the row above:

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
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Narrative for the row above:

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
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Narrative for the row above:

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
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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
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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
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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	\$119,422.80	\$60,837.80
--	---------------------	---------------------	--------------------

Indirect Costs (7.0% of Direct Costs)	5659.20	5659.20	.00
---------------------------------------	---------	---------	-----

Narrative for the row above:

TOTAL	\$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

<p>ENTITY:</p> <p>Oakland Unified School District 1025 Second Avenue Oakland, CA 94606</p>	<p>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</p> <p align="center">SELF-INSURED AFFORDING COVERAGE</p> <table border="1" style="width: 100%;"> <tr> <td>Non-Cal ReLiEF IPA (Excess Coverage)</td> <td align="right">A</td> </tr> <tr> <td>National Union Fire Insurance (Excess WC Coverage)</td> <td align="right">B</td> </tr> <tr> <td>Maiden Reinsurance Corporation (Excess WC Coverage)</td> <td align="right">B</td> </tr> </table>	Non-Cal ReLiEF IPA (Excess Coverage)	A	National Union Fire Insurance (Excess WC Coverage)	B	Maiden Reinsurance Corporation (Excess WC Coverage)	B
Non-Cal ReLiEF IPA (Excess Coverage)	A						
National Union Fire Insurance (Excess WC Coverage)	B						
Maiden Reinsurance Corporation (Excess WC Coverage)	B						
<p>INSURED</p> <p>OAKLAND UNIFIED SCHOOL DISTRICT SELF-INSURED</p>							

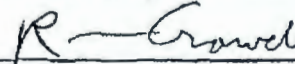
Oakland Unified School District is permissibly self-insured for all losses pursuant to California Education Code Section 17566. The District's election in this regard is sufficient to satisfy any and all legal obligations that require it to provide evidence of Liability or property damage insurance. 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

<p>CERTIFICATE HOLDER</p> <p>City of Oakland Measure Y Funds 150 Frank H. Ogawa Plaza, 4th floor Oakland, CA 94612 Attn: Debra Chester</p>	<p>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.</p> <p>* Except ten (10) days notice of cancellation for nonpayment of premium</p> <p align="center"> Reginald L. Crowell, J. D. Risk Management Officer</p>
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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. 4200

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

Union Name(s) UAW, SEIU, OEA (SEA), Bldg Cons., Teachers, ATSCME 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. Minors
Signature of Authorized Representative

1025- 2nd Ave, Oakland

Address

Jacqueline Minors
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)



OFFICE OF THE CITY ADMINISTRATOR
 Contract Compliance & Employment Services Division
 (510) 238-3970

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.	0	
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?	0	
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

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. Minard

Signature of Authorized Representative

1025 - 2nd Ave, Oakland

Address

Jacqueline Minard

Type or Print Name

910 879-8535

Phone

Date

General Counsel

Type or Print Title



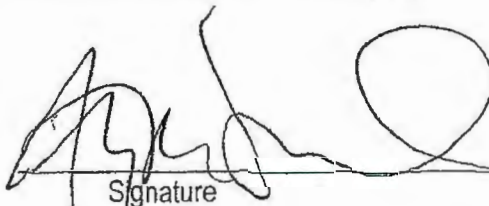
AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION

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

To be completed by the prime consultant

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

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


Signature

7/28/10
Date

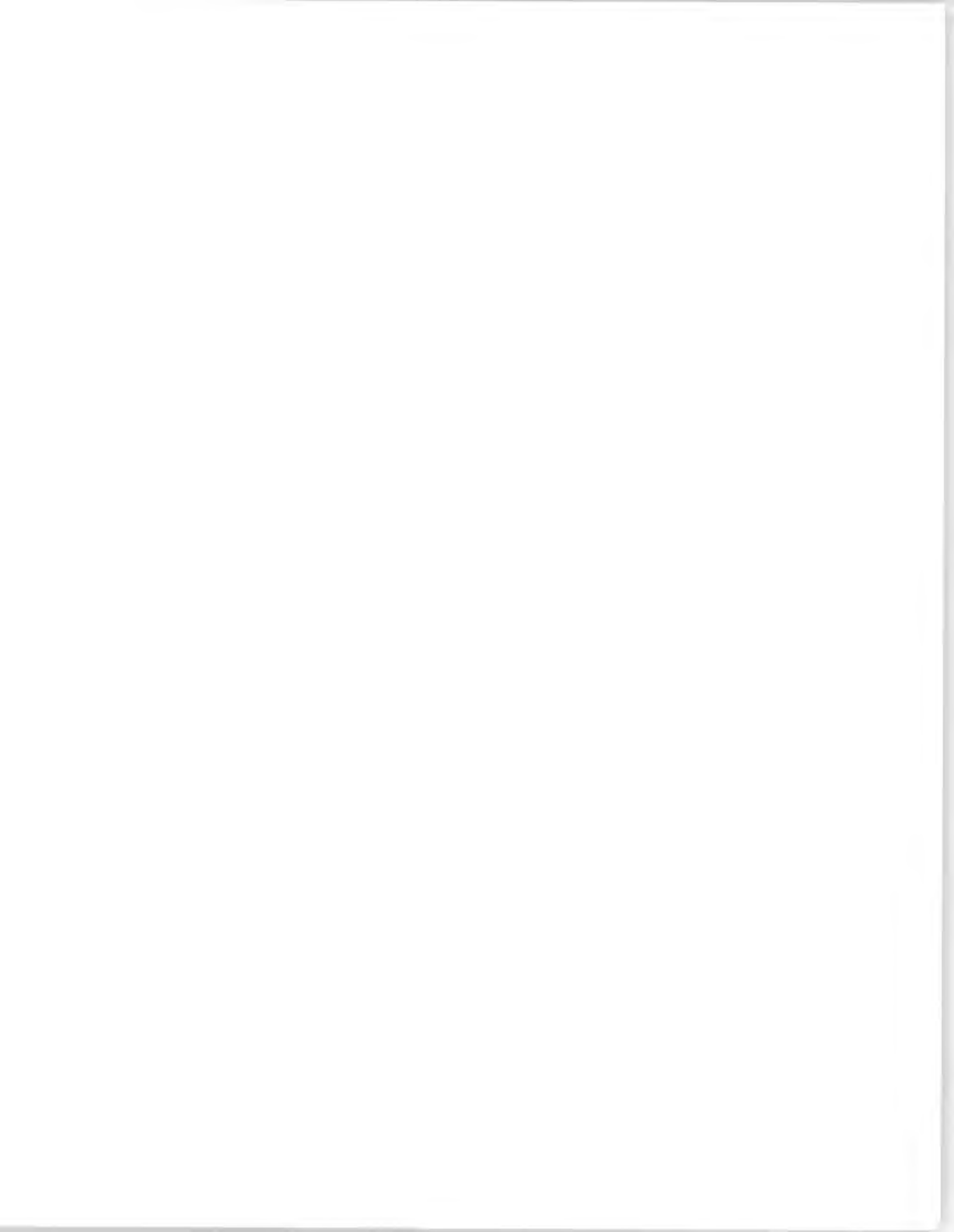
Superintendent
(Title)



Oakland Unified School District
(Name of Firm)

1025 2nd Avenue
(Street Address)

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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

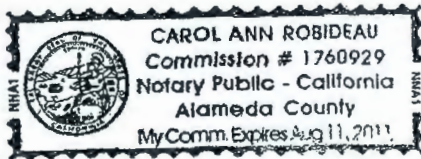
County of Alameda

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: _____

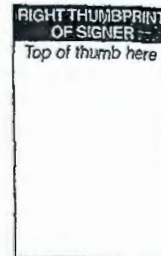
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

