

File ID Number	13-1956
Introduction Date	9-11-13
Enactment Number	13-1972
Enactment Date	9/11/13
By	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

September 11, 2013

To: Board of Education

From: Gary Yee, Acting Superintendent <sup>y</sup>  
 Maria Santos, Deputy Superintendent of Instruction, Leadership & Equity-in-Action  
 Curtiss Sarikey, Associate Superintendent of Family, School, and Community Partnerships Department  
 Barbara McClung, Coordinator, Behavioral Health Department  
 David Yusem, Program Manager, Restorative Justice

Subject: District Submitting Grant Agreement

**ACTION REQUESTED:**

Approval and support by the Board of Education of District grant agreement for OUSD middle schools for fiscal year 2013-2014 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 agreement for OUSD middle schools for the 2013-2014 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application parkcets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
13-1956	Yes	Grant	Oakland Unified School District Middle School Sites	Conflict Resolution and Peer Mediation increases positive school climate through reductions violence, suspensions and increase pro-social behavior.	July 1, 2013 - June 30, 2014	City of Oakland/Oakland Fund for Children and Youth (OFCY)	\$149,670.00

**DISCUSSION:**

The district created a Grant Face sheet process to:

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

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

**FISCAL IMPACT:**

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

- Grants valued at: \$149,670.00

**RECOMMENDATION:**

Approval and support by the Board of Education of District grant agreement for OUSD schools for fiscal year 2013-2014 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, City of Oakland and OUSD

City of Oakland, Certificates of Insurance Coverage

Resolution No. 84465, Oakland City Council

Pre-Contract Disclosure

OFCY Contact Sheet 2013-2014

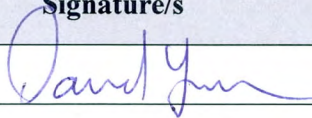
Copy of Grant Application

OUSD Grants Management Face Sheet

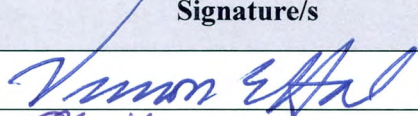
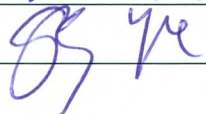
<b>Title of Grant:</b> OUSD Peer Restorative Justice Program	<b>Funding Cycle Dates:</b> July 1, 2013 – June 30, 2014
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Debra Chester Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, 4 <sup>th</sup> Floor Oakland, CA 94612 510-238-7496 <a href="mailto:dchester@oaklandnet.com">dchester@oaklandnet.com</a>	<b>Grant Amount for Full Funding Cycle:</b> \$149,670.00
<b>Funding Agency:</b> Oakland Fund for Children and Youth	<b>Grant Focus:</b> Peer Restorative Justice Program
<b>List all School(s) or Department(s) to be Served:</b> Bret Harte, Claremont, Edna Brewer, Elmhurst Community Prep, Frick, Madison, Montera, Westlake	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	OUSD's Peer Restorative Justice Program (PRJP) recruits and trains approximately 120 student leaders (11-14 years old) in 8 middle schools. Youth reflect school diversity, and once trained, co-facilitate up to a total of 288 mediation/RJ circles per quarter to resolve conflict and repair harm. They also use RJ practices to implement community-building circles and for re-integration of students into the school. PRJP aims to reduce violence and disciplinary referrals, and to support the academic achievement of all students by helping to create a safe school environment.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	OFCY works with Public Profit, a third party evaluator that employs a mix of youth surveys and site visits to evaluate the program based on a youth development rubric created by the Weikert Center. It is called Youth Program Quality Assessment (YPQA)
Does the grant require any resources from the school(s) or district? If so, describe.	Each of the 8 middle schools provides a \$5,000 match to support consultant services.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes. Indirect costs at rate of 5.17% is \$7,737.93
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	David Yusem Program Manager, Restorative Justice 746 Grand Avenue Oakland, CA 94610 510-273-1534 <a href="mailto:david.yusem@ousd.k12.ca.us">david.yusem@ousd.k12.ca.us</a>

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	David Yusem		8/5/2013
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarikey		

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Gary Yee		

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

Whereas, pursuant to City of Oakland Resolution No 84465 C.M.S., the Council has authorized the City Administrator or her designee to enter into this Agreement in accord with the City's ordinances and applicable provisions of the Oakland City Charter for a ***KIDS FIRST! Oakland Fund for Children and Youth*** grant; and

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

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, 2013 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OAKLAND UNIFIED SCHOOL DISTRICT, a California corporation - " (Grantee").

2. Scope of Work

Recipient agrees to perform the community-related program work, services, or conditions of grant ("Work") set forth in **Schedule A** attached to this Agreement and incorporated herein by reference.

Recipient shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment.

3. Grant-Funded Program Documents and Provisions

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.
- c. Grantee will also perform or arrange for the performance of Work under this Agreement in accordance with City of Oakland rules, regulations and policies and applicable federal and state laws.

## Time of Performance

The grant term shall be for one year beginning July 1, 2013 and shall end on June 30, 2014.

### 4. Grant Funding, Method of Disbursal, Receipts

Grantee will be paid for performance of the Scope of Work in an amount that will be based on actual costs but that will be "Capped" so as not to exceed the sum of ONE HUNDRED FORTY NINE THOUSAND and SIX HUNDRED SEVENTY DOLLARS (\$149,670) ("Authorized Funds") in fiscal year 2013 - 2014 based on the scope of services and deliverable tasks in **Schedule A** and the budget by billing rates in **Schedule B** (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 and expenses 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 **\$29,934** (20% of total grant amount for Year Round programs, or 75% for Summer Program.). The advance will be offset against the payments to Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed..

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

- a. A quarterly invoice, supported by detailed documentation, sufficient to support payment; and
- b. A quarterly progress report confirming compliance with service goals established by this Agreement, specified in **Schedule A**.

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 annual 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. Evaluation and Monitoring

Grantee agrees to comply with data requests from the OFCY outside evaluation provider as well as from the OFCY staff for purposes of evaluating program and fund performance. Grantee is required to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee will be required to sign a Memorandum of Understanding with CitySpan, Inc. to use their database for the purposes described above. Grantee is required to have all clients sign a Release of Information Form stating that the client gives permission for the Grantee to input their information into the database.

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

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

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

6. Recipient Rights, Responsibilities, and Qualifications

- a. Independent Contractor - The parties expressly agree that Recipient is not an employee or independent contractor of the City of Oakland. Recipient 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 Recipient in the performance of Work hereunder. Recipient 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 Recipient's own acts and those of Recipient's subordinates and employees. Recipient will determine the method, details and means of performing the Work described in **Schedule A**. Recipient 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 Recipient for Work under this Agreement. On request, Recipient will provide the City with proof of timely payment. Recipient agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Recipient's failure to comply with this provision.
- 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. 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.
- d. Publicity - Any publicity or marketing materials generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, must follow these guidelines:



- i. Attribution of Funding - Any publicity or marketing materials generated by Grantee for the project will make reference to the contribution of the City of Oakland's Oakland Fund for Children and Youth (OFCY) in making the project possible. The words "Oakland Fund for Children and Youth" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles.
- ii. Marketing Material - The OFCY logo must be clearly placed on all pieces of publicity and marketing material, including but not limited to flyers, press releases, websites, 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.

7. Audit

Recipient shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Recipient shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Recipient under this Agreement.

8. Assignment

Recipient 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.

9. Conflict of Interest

a. Recipient

The following protections against conflict of interest will be upheld:

- i. Recipient 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 or in any benefit arising therefrom.

- ii. Recipient 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.
- iii. Recipient 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 Recipient.
- iv. Recipient 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. Recipient shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Recipient further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Recipient 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 Recipient or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Recipient agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Recipient'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.).

- vi. Recipient understands that in some cases Recipient or persons associated with Recipient 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. Recipient further understands that, as a public officer or official, Recipient or persons associated with Recipient may be disqualified from future City contracts to the extent that Recipient 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.
- vii. Recipient 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.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

10. Non-Discrimination/Equal Employment Practices

Recipient 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, Recipient agrees as follows:

- a. Recipient and Recipient’s subcontractors, 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. Recipient and Recipient’s Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Recipient 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. Recipient shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by

executing **Schedule C-1** (“Declaration of Compliance with the Americans with Disabilities Act,”) attached hereto and incorporated herein.

- d. If applicable, Recipient will send to each labor union or representative of workers with whom Recipient has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers’ representative of Recipient’s commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12. Local and Small Local Business Enterprise Program - - For Profit and Not-for-Profit Entities

- a. *Requirement* - There is a fifty percent (50%) minimum participation requirement for all grant agreements \$50,000 or more. Grantees shall comply with the fifty percent (50%) local business participation requirement at a rate of twenty-five percent (25%) local and twenty-five (25%) 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 recipient 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. *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.
- e. *Joint Venture and Mentor Protégé Agreements*. If a grant recipient 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.
- f. Recipient shall submit information concerning its board, officer and workforce composition (nonprofit organizations) or ownership and workforce composition (for-

profit organizations), as well as its subcontractors and suppliers, by completing **Schedule D** (“Ownership, Ethnicity & Gender Questionnaire”),.

- g. All affirmative action efforts of Recipient are subject to tracking by the City. This information or data shall be used for statistical purposes only. All recipients are required to provide data regarding the make-up of their subcontractors 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 owners job titles or functions and the methodology used by Recipient to hire or contract subcontractors or suppliers.
- h. In recruitment of subcontractors, the City of Oakland requires all recipients 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.
- i. In recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all recipients to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

12. Living Wage Ordinance

If the Funds disbursed under this Agreement is equal to or greater than \$100,000 in a 12-month period (Oakland Municipal Code Chapter 2.28), then Recipient 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 City Financial Assistance Recipients (“CFARs”) (Ord. 12050 § 1, 1998). When applicable, the Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the recipient must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – As of July 1, 2013,aid employees shall be paid an initial hourly wage rate of \$11.96 with health benefits or \$13.75 without health benefits. Recipient agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.79 per hour. Recipient

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) – Recipient shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Recipient 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. Recipient 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 – Recipient shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Recipient shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Recipient shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Recipient shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Recipient 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.
- i.

13. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 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 Recipients(consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394, 2001)

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

The Ordinance shall only apply to those portions of a Recipient'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 2.32 shall not apply to subcontracts or subcontractors of any contract or Recipient

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1** – Equal Benefits-Declaration of Nondiscrimination.

14. 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 Recipients 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, Recipient must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

15. Nuclear Free Zone Disclosure

Recipient represents, pursuant to **Schedule P** (“Nuclear Free Zone Disclosure Form”), that Recipient 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, Recipient shall complete **Schedule P**, attached hereto.

16. Insurance

Unless a written waiver is obtained from the City’s Risk Manager, Recipient must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.

17. Indemnification

Recipient shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys’ fees and costs) or liability (collectively called “Actions”) on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement by Recipient, its officers, employees, subconsultants or agents.

Recipient acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Recipient by City and continues at all times thereafter.

All of Recipient’s obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

18. Arizona and Arizona-Based Businesses

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

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it’s Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.



19. 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.

20. Religious Prohibition

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

21. Business Tax Certificate

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

22. Termination For Cause or Non-Appropriation

The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Recipient breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within a reasonable time not to exceed 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, 2014**.

23. Termination for Lack of Appropriation

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

24. Governing Law

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

25. 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 recipient 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)

OAKLAND UNIFIED SCHOOL DISTRICT  
1025 SECOND AVENUE  
Oakland, California 94606

Attn: Gary Yee

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.

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

27. Modification

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

28. 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.

29. Inconsistency

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

30. Approval

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

\_\_\_\_\_  
City of Oakland,  
a municipal corporation

Jamrof Barman 7/29/13  
(City Administrator's Office) (Date)

[Signature] 7/29/13  
(Department Head Signature) (Date)

Approved as to form and legality:  
[Signature] July 24 2013  
(City Attorney's Office Signature) (Date)

\_\_\_\_\_  
OAKLAND UNIFIED SCHOOL  
DISTRICTORATION  
a California Corporation etc.

[Signature] 6/10/13  
(Signature) (Date)  
Title: Superintendent

N/A  
Business Tax Certificate No.

84465  
Resolution Number

[Signature]  
Accounting Number

\_\_\_\_\_  
David Kakishiba  
President, Board of Education

[Signature]  
\_\_\_\_\_  
Gary Yee, Ed.D.  
Secretary, Board of Education

**Schedule Q**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL AND SPECIALIZED SERVICES AGREEMENTS**

*(Revised 08/01/11)*

- a. General Liability, Automobile, Workers' Compensation and Professional Liability Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:
- i. **Commercial General Liability insurance**, shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
    - A. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents and employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents and employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement).
    - B. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - ii. **Automobile Liability Insurance**. Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001. .
  - iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

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

b. Terms Conditions and Endorsements

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

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

c. Replacement of Coverage

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

d. Insurance Interpretation

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

- e. Proof of Insurance  
Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.
- f. Subcontractors  
Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.
- g. Deductibles and Self-Insured Retentions  
Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Waiver of Subrogation  
Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.
- i. Evaluation of Adequacy of Coverage  
The City of Oakland maintains the rights to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.
- j. Higher Limits of Insurance  
If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

**END OF SCHEDULE Q – INSURANCE REQUIREMENT**

**ADMINISTRATOR:** Keenan & Associates  
 1111 Broadway, Suite 2000  
 Oakland, CA 94607  
 510-986-6750  
 www.keenan.com

LICENSE # 0451271

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

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

**ENTITIES AFFORDING COVERAGE:**  
 ENTITY A: Northern California ReLiEF  
 ENTITY B:  
 ENTITY C:  
 ENTITY D:  
 ENTITY E:

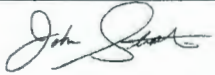
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-05	7/1/2013 7/1/2014	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-105	7/1/2013 7/1/2014	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-05	7/1/2013 7/1/2014	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-05	7/1/2013 7/1/2014	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
 As respects to the agreement between the City of Oakland and the Oakland Unified School District for OFCY Funds through the coverage expiration date.  
 Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

**CERTIFICATE HOLDER:**  
 City of Oakland  
 OFCY Funds  
 Attn: Debra Chester  
 150 Frank Ogawa Plaza, 4th Floor  
 Oakland CA 94612

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

  
 John Stephens AUTHORIZED REPRESENTATIVE

## DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-05	Keenan & Associates

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

**Additional Covered Party:**

City of Oakland  
OFCY Funds  
Attn: Debra Chester  
150 Frank Ogawa Plaza, 4th Floor  
Oakland CA 94612

**As Respects:**

As respects to the agreement between the City of Oakland and the Oakland Unified School District for OFCY Funds through the coverage expiration date. Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

The City of Oakland, its Councilmembers, directors, officers, agents and employees are included as an Additional Covered Party. This coverage shall be primary to the certificate holder's coverage.

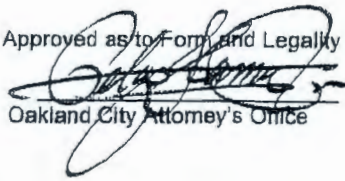


Authorized Representative

Issue Date: 7/5/2013



FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

Approved as to Form and Legality  
  
Oakland City Attorney's Office

2013 MAY 30 PM 4:20 OAKLAND CITY COUNCIL

Resolution No. 84465 C.M.S.

Introduced by Councilmember \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH FOR A TOTAL AMOUNT NOT TO EXCEED \$10,762,224 FOR FISCAL YEAR 2013-2014 RENEWABLE FOR TWO ONE-YEAR PERIODS WITH COUNCIL APPROVAL**

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

**WHEREAS**, the passage of Measure D in 1998 revised the Kids First Charter Amendment and established a second 12-year life cycle for the Kids First! Children's Fund administered through the Oakland Fund for Children and Youth;

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

**WHEREAS**, the revenue appropriation for FY2013-2014 to the Kids First! Oakland Children's Fund (Fund 1780) is to be approved in the FY2013-2015 Adopted Policy Budget and 90% of the appropriation in the amount of \$10,586,867 will be available for grants and is located in Kids First! Oakland Children's Fund (P46530); and

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

**WHEREAS**, interest income earned from March 1, 2010 to February 28, 2013 in the amount of \$9,526 is available for these grants; and

**WHEREAS**, the City Council wishes to appropriate the interest income earned in the amount of \$9,526 to Kids First! the Oakland Children's Fund (1780) in project OFCY FY1011 FY1112 Interest Earned (P420831), and to allocate said funds to the selected grant awards resulting from the December 2012 Request for Proposals for direct services for children and youth in FY13-14 in accordance with the Kids First! Charter Amendment; and

**WHEREAS**, prior interest and revenue appropriations for services that are now completed has resulted in an unspent project balance of \$160,018 in Kids First! Oakland Children's Fund (1780) from project OFCY FY09-10 Contracts (P364030), and \$5,813 from project OFCY FY02-03 Interest Earned (P157731), and these funds are available for allocation to grants; and

**WHEREAS**, in December 2012, the City Council approved the OFCY Strategic Investment Plan with priority areas: 1) Healthy Development of Young Children, 2) Student Success in School, 3) Youth Leadership and Community Safety, and 4) Transitions to Adulthood; and

**WHEREAS**, in December 2012, the POC published a Requests for Proposals based on the adopted OFCY Strategic Investment Plan 2013-2016 and conducted an "open and fair" competitive review process for the selection of grants for the OFCY 2013-16 grant cycle; and

**WHEREAS**, in January 2013, OFCY received 248 proposals and responses from private non-profit and public entities to provide services for the OFCY grant cycle 2013-16; and

**WHEREAS**, the OFCY staff and trained reviewers have evaluated 248 proposals for the Oakland Fund for Children and Youth in accordance with the criteria in the Request for Proposals; and

**WHEREAS**, the POC has complied with the goals, objectives and service priorities in the Strategic Investment Plan; and

**WHEREAS**, the POC recommends the following 126 grant funding awards in the amounts specified below for FY2013-14, and as renewable with City Council approval for FY2014-15 and FY2015-16:

Grant ID#	Agency Name	Project Title	Recommended Amount
<b>Strategy #1: Mental Health and Developmental Consultations in Early Care and Education</b>			
1	Family Paths, Inc.	The Oakland Early Childhood Mental Health Collaborative	\$243,310
2	Jewish Family & Children's Services of the East Bay	Integrated Early Childhood Consultation Program	\$230,000
3	Lincoln Child Center, Inc.	Early Childhood Mental Health Consultation	\$109,390
4	The Link to Children	Early Childhood Mental Health Consultation and Emotional Literacy	\$105,000
<b>Subtotal:</b>			<b>\$687,700</b>

**Strategy #2: Parent and Child Engagement in Early Learning and Development**

5	Children's Hospital & Research Center Oakland	Integrated Developmental Playgroups Program	\$160,000
6	City of Oakland Office of Parks and Recreation	Sandboxes to Community Empowerment + Inclusion Center Playgrounds	\$180,000
7	East Bay Agency for Children	Parent Child Education and Support Program (PCESP)	\$91,059
8	Lotus Bloom	Multicultural Playgroups	\$124,436
9	Oakland Parents Together	Listening to Children Parent Cafes	\$49,998
10	Our Family Coalition	Building Strong Children in LGBTQ Families	\$48,187
11	Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$200,000
12	Through the Looking Glass	Chatterbox	\$44,908
<b>Subtotal:</b>			<b>\$898,588</b>

**Strategy #4: School-Based After School Programming for Elementary & Middle School**

13	Bay Area Community Resources	Alliance Academy	\$82,000
14	Bay Area Community Resources	Bridges Academy	\$67,000
15	Bay Area Community Resources	Claremont After School Program	\$82,000
16	Bay Area Community Resources	Elmhurst Community Prep	\$82,000
17	Bay Area Community Resources	Emerson Elementary	\$67,000
18	Bay Area Community Resources	Esperanza Elementary	\$67,000
19	Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$67,000
20	Bay Area Community Resources	Global Family	\$67,000
21	Bay Area Community Resources	Grass Valley Elementary	\$67,000
22	Bay Area Community Resources	Greenleaf Elementary	\$67,000
23	Bay Area Community Resources	Hoover Elementary	\$67,000
24	Bay Area Community Resources	Horace Mann Elementary	\$67,000
25	Bay Area Community Resources	Lafayette Elementary	\$67,000
26	Bay Area Community Resources	Madison Middle	\$82,000
27	Bay Area Community Resources	Markham Elementary	\$67,000
28	Bay Area Community Resources	Martin Luther King, Jr. Elementary	\$67,000
29	Bay Area Community Resources	Melrose's Community Bridges Program	\$82,000

**(CONT) Strategy #4: School-Based After School Programming for Elementary & Middle School**

30	Bay Area Community Resources	Preparatory Literary Academy Of Cultural Excellence	\$67,000
31	Bay Area Community Resources	Reach Academy	\$67,000
32	Bay Area Community Resources	Sankofa Academy	\$67,000
33	Bay Area Community Resources	Urban Promise Academy	\$82,000
34	Citizen Schools, Inc.	Aspire Lionel Wilson College Preparatory Academy	\$82,000
35	Eagle Village Community Center Youth and Family Services, Inc.	Westlake Middle	\$82,000
36	East Bay Agency for Children	Achieve Academy	\$26,800
37	East Bay Agency for Children	East Oakland Pride Elementary	\$67,000
38	East Bay Agency for Children	World Academy	\$46,900
39	East Bay Asian Youth Center (EBAYC)	Bella Vista Elementary	\$67,000
40	East Bay Asian Youth Center (EBAYC)	Cleveland Elementary	\$67,000
41	East Bay Asian Youth Center (EBAYC)	Franklin Elementary	\$67,000
42	East Bay Asian Youth Center (EBAYC)	Garfield Elementary	\$67,000
43	East Bay Asian Youth Center (EBAYC)	La Escuelita Elementary	\$67,000
44	East Bay Asian Youth Center (EBAYC)	Lincoln Elementary	\$67,000
45	East Bay Asian Youth Center (EBAYC)	Manzanita Community	\$67,000
46	East Bay Asian Youth Center (EBAYC)	Roosevelt Middle	\$82,000
47	East Oakland Youth Development Center	Futures Elementary	\$67,000
48	East Oakland Youth Development Center	Roots International Academy	\$82,000
49	Girls Incorporated of Alameda County	Acorn Woodland Elementary	\$67,000
50	Higher Ground Neighborhood Development Corp	Allendale Elementary	\$67,000
51	Higher Ground Neighborhood Development Corp	Brookfield Elementary	\$49,000
52	Higher Ground Neighborhood Development Corp	New Highland Academy	\$67,000
53	Higher Ground Neighborhood Development Corp	Rise Community	\$67,000
54	Higher Ground Neighborhood Development Corp	Sobrante Park Elementary	\$67,000
55	Lighthouse Community Charter School	Lighthouse Community Charter	\$82,000
56	Oakland Leaf Foundation	Ascend	\$82,000
57	Oakland Leaf Foundation	Bret Harte Middle	\$82,000

**(CONT) Strategy #4: School-Based After School Programming for Elementary & Middle School**

58	Oakland Leaf Foundation	EnCompass Academy	\$67,000
59	Oakland Leaf Foundation	International Community	\$67,000
60	Oakland Leaf Foundation	Learning Without Limits	\$67,000
61	Oakland Leaf Foundation	Think College Now	\$67,000
62	Safe Passages	Coliseum College Prep Academy	\$82,000
63	Safe Passages	Community United Elementary	\$67,000
64	Safe Passages	Edna Brewer Middle	\$82,000
65	Safe Passages	Frick Middle	\$82,000
66	Safe Passages	United For Success Academy	\$82,000
67	SFBAC, Learning for Life	Carl B. Munck Elementary	\$67,000
68	SFBAC, Learning for Life	Fruitvale Elementary	\$67,000
69	SFBAC, Learning for Life	Laurel Elementary	\$67,000
70	SFBAC, Learning for Life	Manzanita Seed	\$67,000
71	The East Bay Spanish Speaking Citizen's Foundation	Lazear Charter Academy	\$49,000
72	Ujimaa Foundation	Burckhalter Elementary	\$67,000
73	Ujimaa Foundation	Howard Elementary	\$67,000
74	Ujimaa Foundation	Parker Elementary	\$67,000
75	YMCA of the East Bay	Piedmont Avenue Elementary	\$49,000
76	YMCA of the East Bay	West Oakland Middle	\$82,000
<b>Subtotal:</b>			<b>\$4,443,700</b>

**Strategy #5: Transition Programs for Youth into Middle and High School**

77	Alternatives in Action	Fremont Initiative for Reaching Success Together (FIRST) Transitions Program	\$65,000
78	East Bay Asian Youth Center (EBAYC)	Break The Cycle	\$133,200
79	Oakland Kids First	PASS-2	\$124,999
80	Safe Passages	Safe Passages Transitions Program	\$152,901
<b>Subtotal:</b>			<b>\$476,100</b>

**Strategy #6: Youth Leadership in Community Schools**

81	Alternatives in Action	Youth Development Leadership Program at McClymonds & Life Academy Community Schools	\$162,000
82	Oakland Unified School District	OUSD Peer Restorative Justice Program	\$149,670
83	The East Bay Spanish Speaking Citizen's Foundation	LIBRE United	\$150,000
<b>Subtotal:</b>			<b>\$461,670</b>

**Strategy #7: Community-based Out-of-School Time Programs**

84	American Indian Child Resource Center	Culture Keepers	\$73,728
85	Bay Area Outreach & Recreation Program	Sports & Recreation for Youth with Disabilities	\$43,200
86	San Francisco Study Center	Brothers, UNITE!	\$49,891
87	City of Oakland - Office of Parks and Recreation	Oakland Discovery Centers	\$150,000
88	Community Initiatives	Media After School (MAS)	\$50,000
89	Dimensions Dance Theater, Inc.	Rites of Passage	\$50,000
90	East Bay Asian Local Development Corporation	Lion's Pride Afterschool and Summer Youth Program	\$67,500
91	East Oakland Boxing Association	SmartMoves Education & Enrichment Program	\$91,720
92	Girls Incorporated of Alameda County	Girls in Oakland Achieve and Lead	\$97,673
93	Native American Health Center, Inc.	Indigenous Voices II	\$127,500
94	Refugee Transitions	Newcomer Community Engagement Program	\$67,489
<b>Subtotal:</b>			<b>\$868,701</b>

**Strategy #8: Summer Programs**

95	Aim High for High School	Aim High/Oakland	\$150,000
96	City of Oakland Office of Parks & Recreation	Summer Camp Explosion	\$100,000
97	College Track	Academic Summer Advancement Program	\$35,000
98	Destiny Arts Center	Camp Destiny	\$32,525
99	East Bay Asian Youth Center (EBAYC)	Summer Matters	\$99,407
100	East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$60,950



**(CONT) Strategy #8: Summer Programs**

101	Family Support Services of the Bay Area	Kinship Summer Youth Program	\$80,000
102	Girls Incorporated of Alameda County	Concordia Park Summer Program	\$57,568
103	Lincoln Child Center, Inc.	Oakland Freedom Schools	\$125,000
104	Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$30,000
<b>Subtotal:</b>			<b>\$770,450</b>

**Strategy #9: Youth Leadership and Community Safety**

105	Peace Development Fund	BAY-Peace: Better Alternatives for Youth	\$50,000
106	Department of Human Services	Friday Night in the Park Program Support	\$70,000
107	La Clinica de La Raza, Inc.	Youth Brigade	\$119,990
108	Movement Strategy Center	API Youth Promoting Advocacy and Leadership	\$125,000
109	Project Re-Connect	Project Re-Connect	\$50,000
110	Safe Passages	Get Active Urban Arts Program	\$115,000
111	Youth UpRising	YU Queer & Allies Initiative	\$63,318
<b>Subtotal:</b>			<b>\$593,308</b>

**Strategy #10: Youth Career and Workforce Development**

112	Alameda County Medical Center (ACMC)	Model Neighborhood Collaborative	\$200,000
113	Alta Bates Summit Foundation	Youth Bridge Career and Workforce Development Program	\$73,568
114	Beyond Emancipation	Gaining Resources and Opportunities for Work (GROW): a Culinary Training Program	\$75,000
115	Community Initiative	Center for Media Change - Hack the Hood Summer Boot camp	\$50,000
116	East Side Arts Alliance	ArtWorks at ESAA	\$82,500
117	Juma Ventures	Pathways to Advancement	\$100,000
118	OUSD College & Career Readiness Office	Exploring College & Career Options in Oakland (ECCOI)	\$70,000
119	Spanish Speaking Unity Council of Alameda County, Inc.	Oakland Youth Engaged (OYE)	\$100,000
120	The Youth Employment Partnership, Inc	Career Try-Out	\$150,000
121	Youth Radio	Pathways to Digital	\$100,344
122	Youth Uprising	YU Excel	\$75,000
<b>Subtotal:</b>			<b>\$1,076,412</b>

**Strategy #11: Academic Support for Older Youth**

123	Centro Legal de la Raza, Inc.	Youth Law Academy	\$125,000
124	College Track	College Track After School Program	\$128,880
125	Youth Radio	Pathways to Higher Education	\$81,720
126	Youth Together, Inc.	Youth Together's Academic Support For Older Youth	\$149,995
<b>Subtotal:</b>			<b>\$485,595</b>

**Total OFCY Funding For FY2013-2014 \$10,762,224**

Now, therefore, be it

**RESOLVED:** That the City Council hereby appropriates \$9,526 in interest earned and allocates \$9,526 in interest income to Kids First! Oakland Children's Fund 1780, Org. 78251 OFCY FY1011 FY1112 Interest Earned (P420831) for grants for direct services to children and youth; and, be it

**FURTHER RESOLVED:** That the City Council approves the allocation of unspent monies from prior years in the amount of \$160,018 from Kids First! Oakland Children's Fund 1780, from projects OFCY FY11-12 Contracts (P364030) and \$5,813 from project OFCY FY2002-2003 Interest Earned (P157731), for OFCY grants for FY2013-2014; and, be it

**FURTHER RESOLVED:** That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed \$10,762,224 for FY2013-2014, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and, be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**JUN 18 2013**

**PASSED BY THE FOLLOWING VOTE:**

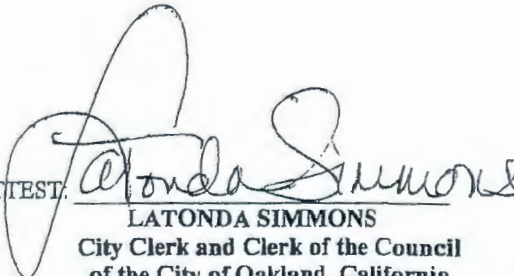
AYES- ~~Brooks~~, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, SCHAAF, REID and PRESIDENT KERNIGHAN - 7

NOES- Brooks - 1

ABSENT- 0

ABSTENTION- 0

ATTEST:

  
**LATONDA SIMMONS**  
City Clerk and Clerk of the Council  
of the City of Oakland, California



**Oakland Fund for Children and Youth**  
 2013 - 2014  
 Fiscal Year Funding



**Pre-Contract Disclosure**

We/I understand that our organization is on the list of agencies being recommended for funding under the 2013-2014 OFCY funding cycle.

We/I understand that in their attempt to have executed contracts as close to July 1, 2013 as possible, OFCY is beginning to compile contract information before the list of recommended agencies has been approved by either the Life Enrichment Committee or the City Council and that all OFCY funding is contingent upon the final approval of the City Council.

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

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

David Yusem  
 Print Name

Program Manager, Restorative Justice  
 Title

[Signature]  
 Signature

6/3/13  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



Oakland Fund for Children and Youth  
**Contact Sheet 2013-2014**



**Fiscal Agency:** Oakland Unified School District  
**Lead Agency:** Oakland Unified School District  
**Project Title:** OUSD Peer Restorative Justice Program

**Strategy:** #6 Youth Leadership in Community Schools

**Executive Director:** David Yusem Phone: 510-710-1269 Email: d.yusem@ousd.k12.c

*The ED must serve as the Cityspan Signatory. It is their option to delegate the responsibility to another staff member.*

**Name of CONTRACT REPRESENTATIVE:** David Yusem

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

Title: Program Manager, Restorative Justice Phone: 510-710-1269

Email david.yusem!@ousd.k12.ca.us Fax: 510-273-1501

Mailing address: 746 Grand Ave, Oakland, Ca Zip: 94610

**Name of PROGRAM CONTACT:** David Yusem

*This individual be able to answer any program specific questions.*

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Zip: \_\_\_\_\_

**ADDITIONAL CONTACTS: (OPTIONAL)**

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

1  
 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: David Yusem Title: Program Manager, Restroative Justice

Email: david.yusem@ousd.k12.ca.us Phone: 510-710-1269

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**COVER PAGE**

Strategy Area

Student Success in School

Strategy

Youth Leadership in Community Schools

Applicant/Fiscal Sponsor

Organization/Public Agency Name

Oakland Unified School District

Contact First Name

David

Contact Last Name

Yusem

Contact Title

Program Manager, Restorative Justice

Address

746 Grand Ave

City

Oakland

State

CA

Zip

94610

Telephone

510-710-1269

Fax

510-273-1501

E-mail

david.yusem@ousd.k12.ca.us

Project Title

OUSD Peer Restorative Justice Program

Project Description (600 character max.)

OUSD's Peer Restorative Justice Program (PRJP) recruits and trains approximately 120 student leaders (11-14 years old) in 8 middle schools. Youth reflect school diversity, and once trained, co-facilitate up to a total of 160 mediation/RJ circles per month to resolve conflict and repair harm. They also use RJ practices to implement community-building circles and for re-integration of students into the school. PRJP aims to reduce violence and disciplinary referrals, and to support the academic achievement of all students by helping to create a safe school environment.

Designation

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

**DEMOGRAPHICS**

Oakland Unified School District - OUSD Peer Restorative Justice Program - Oakland Unified School District - OUSD Peer Restorative Justice Program

Total Unduplicated Youth Participants

4008

Total Unduplicated Adult Participants

0

Race and Ethnicity (required)

# to be Served

% to be Served

African American

2806 70.01%

Latino/Hispanic

1007 25.12%

Asian/Pacific Islander

80 2.00%

Native American/Alaskan Native

140 3.5%

Caucasian

101 2.52%

Multiracial or Biracial

0 0.00%

Other

0 0.00%

Total

4008

Ages to be Served (required)

# to be Served

% to be Served

0 - 5 years		0 0.00%
6 - 10 years		0 0.00%
11 - 15 years	4008	100.00%
16-20 years		0 0.00%
<b>Total</b>	<b>4008</b>	
<b>Geographic Distribution (required)</b>		
	<b># to be Served</b>	<b>% to be Served</b>
District 1	501	12.50%
District 2		0 0.00%
District 3	501	12.50%
District 4	1002	25.00%
District 5	501	12.50%
District 6	501	12.50%
District 7	1002	25.00%
<b>Total</b>	<b>4008</b>	
<b>Gender (required)</b>		
	<b># to be Served</b>	<b>% to be Served</b>
Female	2004	50.00%
Male	2004	50.00%
Transgendered		0 0.00%
<b>Total</b>	<b>4008</b>	
<b>Disability</b>		
	<b># to be Served</b>	<b>% to be Served</b>
Physical		0 0.00%
Cognitive/ Learning/ Developmental		0 0.00%
Mental		0 0.00%
Sensory (Hearing/Vision)		0 0.00%
<b>Total</b>	<b>0</b>	
<b>Populations</b>		
	<b># to be Served</b>	<b>% to be Served</b>
Foster child/ youth		0 0.00%
Homeless child/youth		0 0.00%
Limited or non-English speaking child/youth, or child/youth of non-English speaking parents	0	0.00%
LGBTQQI		0 0.00%
Teenage parent		0 0.00%
Youth in the juvenile justice system		0 0.00%
Other		0 0.00%
<b>Total</b>	<b>0</b>	
<b>Adult Participants to be Served</b>		
	<b># to be Served</b>	<b>% to be Served</b>
Family members	0	n/a
Other adults (i.e. child care providers)	0	n/a
<b>Total</b>	<b>0</b>	

**BUDGET**

Oakland Unified School District - OUSD Peer Restorative Justice Program - Oakland Unified School District - OUSD Peer Restorative Justice Program

**PERSONNEL**

Lead Agency	FTE Annual	% Time (99% = 99)	Total Project	OFCY Funds	Projected Match
Positions	Salary		Budget	Requested	
Program Manager	70982	0.25	17,745.50	0	17,745.50

Narrative for the row above

Program Manager trains & supervises consultants and ensures quality of program

Administrative Assistant	51263	0.17	8,714.71	3588	5,126.71
--------------------------	-------	------	----------	------	----------

Narrative for the row above

Administrative support for contracts and data entry into CitySpan

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

Narrative for the row above

Volunteers consists of interns, parents, and community based organization members

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.

<b>FRINGE</b>	Fringe Rate 45.27%	11978.86	1687	\$10,291.86
<b>PERSONNEL TOTAL</b>		<b>\$38,439.07</b>	<b>\$5,275.00</b>	<b>\$33,164.07</b>

OTHER DIRECT COSTS	Total Project Budget	OFCY Funds Requested	Projected Match
Duplicating/Copying	0.00	0.00	.00
Narrative for the row above			
NA			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
NA			
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
NA			
Facility Rental	0.00	0.00	.00
Narrative for the row above			
NA			
General Office Supplies/Software	0.00	0.00	.00
Narrative for the row above			
NA			
Postage	0.00	0.00	.00
Narrative for the row above			
NA			
Program Materials and Supplies	0.00	0.00	.00
Narrative for the row above			
NA			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above			
NA			
Travel/Transportation	0.00	0.00	.00
Narrative for the row above			
NA			
Youth Stipends	0.00	0.00	.00
Narrative for the row above			

NA  
Professional Development 0.00 0.00 .00

Narrative for the row above

NA

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

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

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

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

Bret Harte 23400.00 18400.00 5,000.00

Narrative for the row above

Peer Restorative Justice Coordinator Consultant Costs

Claremont 21060.00 16060.00 5,000.00

Narrative for the row above

Peer Restorative Justice Coordinator Consultant Costs

Edna Brewer 22620.00 17620.00 5,000.00

Narrative for the row above

Peer Restorative Justice Coordinator Consultant Costs

Elmhurst 20280.00 15280.00 5,000.00

Narrative for the row above

Peer Restorative Justice Coordinator Consultant Costs

Frick 21060.00 16060.00 5,000.00

Narrative for the row above

Peer Restorative Justice Coordinator Consultant Costs

Madison 22620.00 17620.00 5,000.00

Narrative for the row above

Peer Restorative Justice Coordinator Consultant Costs

Montera 23400.00 18400.00 5,000.00

Narrative for the row above

Peer Restorative Justice Coordinator Consultant Costs

Westlake 23400.00 18400.00 5,000.00

Narrative for the row above

Peer Restorative Justice Coordinator Consultant Costs

**CONSULTANTS TOTAL \$177,840.00 \$137,840.00 \$40,000.00**



<b>SUBTOTAL WITHOUT INDIRECT COSTS</b>	<b>\$216,279.07</b>	<b>\$143,115.00</b>	<b>\$73,164.07</b>
Indirect Costs (cannot exceed 11% of total direct costs). Currently: 4.58%	Total Project Budget	OFCY Funds Requested	Projected Match
	6555.42	6555.00	.42
Narrative for the row above Based on CDE posted indirect rate of 4.57%			
<b>TOTAL</b>	<b>\$222,834.49</b>	<b>\$149,670.00</b>	<b>\$73,164.49</b>
Your OFCY Award amount is \$149,670.00			

**BUDGET - SUBGRANTEE**  
 Oakland Unified School District - OUSD Peer Restorative Justice Program - Oakland Unified School District - OUSD Peer Restorative Justice Program

Subcontractor Name

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

Narrative for the row above

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

Narrative for the row above

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

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

<b>OTHER DIRECT COSTS</b>	Total Project Budget	OFCY Funds Requested
Duplicating/Copying		

Narrative for the row above

Equipment Lease Agreement(s)  
 Narrative for the row above

Equipment/Furniture Purchase  
 Narrative for the row above

Facility Rental  
 Narrative for the row above

General Office Supplies/Software

Narrative for the row above

Postage

Narrative for the row above

Program Materials and Supplies

Narrative for the row above

Telephone/Internet/Communications

Narrative for the row above

Travel/Transportation

Narrative for the row above

Youth Stipends

Narrative for the row above

**OTHER DIRECT COSTS TOTAL**

**\$0.00**

**\$0.00**

**SUBTOTAL WITHOUT INDIRECT COSTS**

**\$0.00**

**\$0.00**

Indirect Costs (cannot exceed 11% of total direct costs)  
Currently: 00%

Total Project  
Budget

OFCY Funds  
Requested

Narrative for the row above

**TOTAL**

**\$0.00**

**\$0.00**



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

**Declaration of Compliance with the Arizona Resolution #82727**

(1) Business Name OUSD

(2) Business Contact Person: (Name/Title) David Yusem Program Manager, Restorative Justice

(3) Business Contact Person: (Phone/E-mail) 510-710-1269

(4) Business Headquarters Address 746 Grand Ave, Oakland Ca 94611

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

\_\_\_\_\_

(6) The above named company is currently responding to the following contract opportunity:  
Title: OUSP - Peer RS Program  
Project Number: \_\_\_\_\_  
Name of City Contact/Project Manager/Agency/Department \_\_\_\_\_  
Phone/ e-mail \_\_\_\_\_

**A**  I declare under penalty of perjury that my company is **NOT** headquartered in Arizona  
Signed (Business Owner) J. Minor General Counsel Date 6/4/2013

**B**  \* I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Please use attachments if additional space is needed).  
Signed (Business Owner) \_\_\_\_\_ Date \_\_\_\_\_

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



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

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

---

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

I certify that I will comply with the Americans with Disabilities Act by:

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

**Schedule P**  
**"NUCLEAR FREE ZONE DISCLOSURE FORM"**

---

I certify that:

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



Schedule U  
"COMPLIANCE COMMITMENT AGREEMENT"

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

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

As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form". The Exit Report and Affidavit Form may be located on the City's website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

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

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

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

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

6/4/2013  
Date

[Signature]  
Signature of Authorized Representative

Oakland Unified School District  
Company Name

General Counsel  
Type or Print Name

Lakeview School  
Address 746 Grand Ave

\_\_\_\_\_  
Type or Print Title

Oakland CA 94606  
City State Zip

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



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

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

**Part I: OWNERSHIP & ETHNICITY of PRIME:**

*N/A public agency*

Firm or Individual Name Oakland Unified School District Phone (510) 710-1269

Street Address 746 Grand Ave City Oakland State Ca Zip 94610 Federal ID # \_\_\_\_\_

City of Oakland Business License Number \_\_\_\_\_ Completed by: \_\_\_\_\_ Phone if different from above \_\_\_\_\_

(Please check one and explain below)

Self Employed, Name of Owner \_\_\_\_\_  Corporation, State of Incorporation \_\_\_\_\_

Partnership, General or Limited \_\_\_\_\_ Names of Partners \_\_\_\_\_

Joint Venture, Names of Participants \_\_\_\_\_

**Ownership Interests**

All owners must be listed  
in this information

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

**Part II: CERTIFICATIONS**

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

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

**Part III: Ethnicity and Gender of Employees**

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

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

I declare under penalty of perjury that the foregoing is true and correct. Signature *J.P. Minor*  
 Print Name J. P. Minor Title General Counsel Date 6/3/2013

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

**SCHEDULE E  
PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.

Date 1/22/13



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

Company Name: OUSD

Signed: David Yusem, Program Manager, Restorative Justice

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
Restorative Justice	Greg Bailey	22198 Center Street #403, Castro Vall	(510)292-3260	13	23400	x				
Restorative Justice	Yari Sandel	3520 Brook St #18, Lafayette, CA 945	(512) 363-7363	26	46800	x				
Restorative Justice	Kyle McClerkins	10700 Sheldon Street, Oakland CA, 94	(510) 830-9703	25	45240	x				
Restorative Justice	Reuben Roberts	1925 7th Ave, Apt 4, Oakland CA 9460	(510) 504-8904	24	42120	x				
Restorative Justice	David Hampton	2431 Eighth St. Apt. 1, Berkeley, CA 9	(310) 701-6751	6	10140	x				
Restorative Justice	Crystal Charity	3681 Dimond Ave, Oakland CA 94602	(916) 612-3327	6	10140	x				

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

\* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

\*\* (M = Male) (F = Female)



## Pending Dispute Disclosure Form

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

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

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

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

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

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

**Individuals, Businesses or other entities should respond below:**

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

No  Yes  (check one)

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

**Contract Title:** \_\_\_\_\_

Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_

Administering Department/Division: \_\_\_\_\_

Issues: \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_

Administering Department/Division: \_\_\_\_\_

Issues: \_\_\_\_\_

(check)  **Additional Disputes listed on Attachment**

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

Signature: J. P. Minor

Print Name: J. P. Minor

Title: General Counsel Date: 6/4/2013

# Memo



**Office of the City Administrator**  
Contract & Compliance Division

**To:** Debra Chester  
**From:** Ernestine Nettles, Contract Compliance Officer Assistant *Ernestine Nettles*  
**Cc:** File  
**Date:** July 11, 2013  
**Re:** **Living Wage Ordinance (LWO) /Equal Benefits Ordinance (EBO)**  
**Compliance Analysis of: Oakland Unified School District**

The Office of The City Administrator, Contracts and Compliance Division, reviewed the professional or specialized service agreement for the above referenced City Financial Assistance Recipient (CFAR).

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

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

# CITY OF OAKLAND

## DEPARTMENT OF CONTRACTING AND PURCHASING

### WORK ORDER – SOCIAL EQUITY

Please submit a completed WORK ORDER to initiate services.

Agency City of Oakland Department of Human Services  
 Project Manager DEBRA CHESTER Extension 7496 Email dchester@oaklandnet.com  
 Name of Project Oakland Fund for Youth and Children - Life Enrichment Project # P463530  
 Name of Consultant OAKLAND UNIFIED SCHOOL DISTRICT  
 Federal Project  Yes  No Formal Project  Yes  No Non-Emergency  Emergency  ASAP  
 Type of Contract:  Construction  Construction/Design-Build  Professional Services  RFP  RFQ

PROJECT BUDGET	AMOUNT	FUND	ORG	ACCOUNT	PROJECT	PROGRAM
Postage	\$149,670	1780	78251	54911	P463530	YS04
Advertising						
Contractor's Payment						
Duplicating						

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

**CONTRACT COMPLIANCE**

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

**LOCAL EMPLOYMENT/15% APPRENTICESHIP**

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

**Estimated Timelines (may be adjusted):**

Emergency Request	2 days	Document Review	5 days
Compliance Analysis	5 – 10 days	DBE, ACTA Goal Setting	10 days
Full Contract Process	Determined at meeting		

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

**FOR INTERNAL USE ONLY**

Work Order # 16677 Lead Staff: Ernestine  
 Date Received 6/27/13 Date Assigned 6/27/13 Date Completed: 7/11/13  
 Forwarded for Further Action To:  Social Equity/CC  Social Equity/LE  Purchasing  Admin  
 Date Forwarded    /   /    Date Assigned    /   /    Date Completed    /   /     
 Returned to Sender (incomplete) Date Returned    /   /    Date Received    /   /



**Equal Benefits – Declaration of Nondiscrimination/Equal Access**  
(Completed by the Prime Contractor ONLY)

**Section A. Vendor/Contractor/Consultant/CFAR<sup>1</sup> Information**

Name of Company Oakland Unified School District  
 Name of Company Contact J. P. Minor  
 Address Lake View School, 746 Grand Ave  
 City Oakland State CA Zip 94606  
 Phone Number 510-273-8309 Fax Number 510-273-3281  
 Vendor Number \_\_\_\_\_ Federal ID or Social Security Number 94-6000385  
 Approximate Number of Employees in the U.S. 4,300

Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No  
 Union Name(s) DEA, UAOS, SEIU, Teamsters, CSEA, ASFMCE

**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 partners<sup>2</sup>? (Please check one)  Yes  No

**Section C. Compliance**

Please check each benefit that applies

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

Signature: J. P. Minor Date: 6/21/2013

<sup>1</sup> CFAR is a City Financial Recipient  
<sup>2</sup> Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry



# Schedule N

## DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

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

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11.70 per hour with health benefits, or \$13.45 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

- (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 \$1.75 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.
- (c) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> and (2) <http://www.irs.gov/individuals/article/0,,id=96466,00.html>.
- (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.

<b>Employment Questionnaire:</b> Please respond to the following questions:		
Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,300	
(2) How many of your permanent employees are paid above the Living Wage rate?	ALL	
(3) How many of your permanent employees are paid below the Living Wage rate?	N/A	
(4) Number of compensated days off per employee?(Refer to item "a" above)	exceeds	requirement*
(5) Number of trainees in your company?		
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

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

Oakland Unified School District  
Company Name

746 Grand Ave  
Address

510 2738309 6/21/13  
Area Code Phone Date

*J. P. Minor*  
Signature of Authorized Representative

J. P. Minor  
Type or Print Name

General Counsel  
Type or Print Title

\* All employees covered by collective bargaining agreements



# City of Oakland

*Equal Benefits Ordinance*

## Certificate of Compliance

*is hereby awarded to*

*Oakland Unified School District*

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

*Deborah Barnes*

Deborah Barnes  
Contract Compliance & Employment Services Manager

*September 28, 2006*

Date



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

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

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

Contractor Name Oakland Unified School District Phone 510 273 2361

Street Address 2607 Myrtle St. #104 City Oakland, State CA Zip 94607

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

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

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

J.P. Minor  
Signature  
J.P. Minor  
Print Name of Signer

6/21/2013  
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 \_\_\_\_\_