

File ID Number	15-1604
Introduction Date	10/14/15
Enactment Number	15-1596
Enactment Date	10/14/15
By	AS



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thriving Students

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

To: Board of Education
From: Antwan Wilson, Superintendent
Subject: **District Submitting Grant Agreement**

ACTION REQUESTED:

Approval and acceptance by the Board of Education of the Grant Agreement between Oakland Unified School District and The Foundation for California Community Colleges/Career Ladders Project: For the period July 1, 2015 through June 30, 2016. This Grant is funded by SAP to work with select California Community Colleges on developing and piloting an innovative 9-14 college and career pathway as specified in this agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

BACKGROUND:

SAP, Career Ladders Project and Berkeley City College will collaborate with Skyline High School Computer Academy teachers to create a seamless 9-14 Information Communications Technology (ICT)/Digital Media pathway. By aligning policies, implementing curricular and pedagogical changes, master schedule accommodations, teacher professional development and students will graduate with early college credit and industry certifications and degrees

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
15-1604	Yes	Grant Agreement	Oakland Unified School District Post Secondary Readiness/Linked Learning	To create a 9-14 ICT/Digital Media pathway	July 1, 2015 through June 30, 2016	Career Ladders/SAP	\$83,050.00

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.

The total amount of grant will be provided to Skyline High School's Computer Academy from the funder.

- Grant valued at: \$83,050.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of the Grant Agreement between Oakland Unified School District and The Foundation for California Community Colleges/Career Ladders Project.

ATTACHMENTS:

Grant Award Letter

Grant Face Sheet


Grant Agreement

OUSD Grants Management Face Sheet 2015-2016

Title of Grant: East Bay Information, Communications, Technology/Digital Media Pathways Partnership Initiative, Phase One, OUSD/Skyline High School	Funding Cycle Dates: July 1, 2015 - June 30, 2016
Grant's Fiscal Agent: Career Ladders Project	Grant Amount for Full Funding Cycle: \$83,050
Funding Agency: Career Ladders Project	Grant Focus: Enable students at Skyline High School Computer Academy to earn a high school diploma plus an associate degree in Business Systems or Engineering Technology, or related AA degrees.
List all School(s) or Department(s) to be Served: Skyline High School Computer Academy students.	

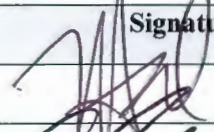

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	SAP, Career Ladders Project, and Berkeley City College will collaborate with Skyline High School Computer Academy teachers to create a seamless 9-14 ICT/Digital Media pathway. By aligning policies, implementing curricular and pedagogical changes, master schedule accommodations, teacher professional development, and students will graduate with early college credit and industry certifications, and degrees.
How will this grant be evaluated for impact upon student achievement?	The California College and Career Linked Learning Initiative and the Career Ladders Project will provide data that will show an increase in: a) early college credits earned by students b) student's earning industry certification c) students engaged in high quality grade aligned work based learning experiences d) graduation rates e) student GPA
Does the grant require any resources from the school(s) or district? If so, describe.	No
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.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Susan Benz, OUSD Manager of College and Career Readiness Linked Learning Office 2607 Myrtle St. Room 104 Oakland, CA 94607 susan.benz@ousd.k12.ca.us 510-273-2361

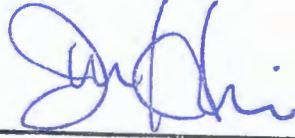
Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			
Department Head			8/13/15

Grant Office Obtained Approval Signatures:

BK

Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		8/28/15



James Harris
President, Board of Education



Antwan Wilson
Secretary, Board of Education



IMPLEMENTATION GRANT AGREEMENT

between

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES/CAREER LADDERS
PROJECT**

and

OAKLAND UNIFIED SCHOOL DISTRICT

Grant Agreement #[Foundation insert]

East Bay ICT/DM Pathways Partnership Initiative Phase One

1. Background

The Career Ladders Project, which operates under the auspices of the Foundation for California Community Colleges, a 501(c)(3) nonprofit organization, is operating a program entitled the East Bay ICT/DM Pathways Partnership Initiative Phase One, that focuses on developing a college and career pathway program that combines academic excellence with technical aptitude, thus empowering students to be successful in our modern, information-based global economy and community. In an effort to support the East Bay ICT/DM Pathways Partnership Initiative Phase One, the Foundation for California Community Colleges on behalf of the Career Ladders Project has received funding from SAP (“GRANTOR”) to work with select California Community Colleges on developing and piloting an innovative 9-14 college and career pathway with embedded transitional and support services, as well as work-based learning (“PROJECT”). By signing this Agreement, the parties, as designated in Section 2 (Parties to Agreement), acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

2. Parties to Agreement

For the purposes of this Agreement the Foundation for California Community Colleges/Career Ladders Project is referred to as “FOUNDATION” and Oakland Unified School District/Skyline High School is referred to as “SUB GRANTEE”.

3. Services, Deliverables

SUB GRANTEE shall furnish all technical, educational and professional services, including the necessary expertise, labor, materials, equipment, transportation, and supervision necessary to perform fully and adequately the services and meet the deliverables set forth in the Scope of Work and Deliverable attached hereto as Exhibit

A and herein incorporated by reference (the "Services"). SUB GRANTEE agrees to work closely with FOUNDATION as designated in Section 9 (Notices) in the performance of Services and shall be available to FOUNDATION staff and partners at all reasonable times.

4. Term, Termination, Stop Work Notice

4.1 Term. The period of this Agreement is from July 1, 2015 through June 30, 2016, at which time, this Agreement will automatically terminate. Any extension to this Agreement must be in writing and signed by authorized signatories of FOUNDATION and SUB GRANTEE.

4.2 Termination for Convenience. FOUNDATION shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing SUB GRANTEE with written notice of termination at least twenty (20) calendar days in advance.

4.3 Termination for Cause. FOUNDATION shall have the right to terminate this Agreement, without penalty, within a reasonable time period should SUB GRANTEE be found to be in material breach of this Agreement as determined in FOUNDATION's sole discretion or if SUB GRANTEE fails to comply with any legal and regulatory provisions referenced in this Agreement.

4.4 Funding Contingency. If funding for the PROJECT is reduced, suspended, terminated or discontinued for any reason, FOUNDATION shall have the option of immediately terminating this Agreement or invoking FOUNDATION's right to issue an order to stop work pursuant to Section 4.6 (Stop Work Notice) with no liability occurring to FOUNDATION.

4.5 Procedures at Termination. SUB GRANTEE must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. FOUNDATION shall only be liable to SUB GRANTEE for the actual amount of time SUB GRANTEE devoted to performing Services pursuant to this Agreement, up until the effective date of the cancellation or as otherwise identified, in writing, by FOUNDATION. This provision does not preclude FOUNDATION from raising disputes concerning SUB GRANTEE's Services rendered. SUB GRANTEE hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from FOUNDATION's termination of this Agreement.

4.6 Stop Work Notice. FOUNDATION reserves the right to issue an order to stop work in the event that: (1) a dispute should arise regarding the Services of SUB GRANTEE; or (2) funding for the PROJECT is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise identified by FOUNDATION in the Stop Work Notice.

5. Compensation

Except as otherwise provided in this Section, SUB GRANTEE shall receive compensation for Services rendered under this Agreement as set forth in the Compensation Schedule attached hereto as Exhibit "B" and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed \$83,050.00 without written approval of FOUNDATION's Representative, as designated in Section 9 (Notices). These funds are to carry out the activities outlined in, and in accordance with the SUB GRANTEE's finalized proposal. Unless otherwise agreed to in writing by FOUNDATION and GRANTOR, all compensation

paid to SUB GRANTEE under the terms of this Agreement must be utilized to pay for authorized activities set forth in Exhibit "B" Compensation Schedule, and unexpended funds at the end of Term must be addressed to resolution with the FOUNDATION.

6. Intellectual Property

SUB GRANTEE agrees that any and all Services rendered and documents or other materials, inventions, processes, and/or trademarks or service-marks created, developed or produced pursuant to this Agreement ("Work Product") whether by SUB GRANTEE, or any employees or subcontractors to SUB GRANTEE, shall be and are available to the public. SUB GRANTEE grants to the FOUNDATION/Career Ladders Project and to the FUNDER an irrevocable, nonexclusive license to publish any publications, studies or research funded by this grant at its sole discretion.

Accordingly, without limiting the generality of the foregoing, FOUNDATION/Career Ladders Project shall be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Work Product and to reproduce, adapt, distribute, publicly perform and display, sublicense and otherwise exploit the Work Product and such derivative works, by any and all means and in any and all media now or hereafter known throughout the world and in perpetuity.

This Section 6 (Intellectual Property) shall survive the expiration or early termination of this Agreement. If this Agreement is terminated, SUB GRANTEE will promptly, upon request, provide to FOUNDATION all Work Product prepared, in both hard and soft format. FOUNDATION/Career Ladders Project retains the right to use Work Product regardless of any disputes including but not limited to disputes over compensation.

7. Insurance and Indemnification

7.1 Indemnification. SUB GRANTEE, its heirs and/or assigns ("Indemnitor") will indemnify, defend and hold FOUNDATION, and its directors, officers, and employees, (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor's or Indemnitees' infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FOUNDATION must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

7.2 Insurance. SUB GRANTEE, at SUB GRANTEE's sole cost and expense, will insure its activities in connection with this Agreement, and will obtain, keep in force, and maintain insurance as listed below. Coverage's required will not limit any liability of SUB GRANTEE and will include:

- Commercial general liability insurance (occurrence based) with a combined single limit of no less than \$1 million per occurrence and \$2 million aggregate. The commercial general liability policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds;
- Business automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than \$1 million per accident; and
- Worker's compensation as required under the Worker's Compensation and Safety Act of the State of California, as amended from time to time.

Upon executing of this Agreement, SUB GRANTEE shall transmit all certificates of insurance, including the additional insured endorsement to:

Career Ladders Project
678 13th Street
Oakland CA 94612

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. Insurance written on a claim-made basis will be maintained continuously for a period of no less than 3 years after the date of final completion of services authorized. All insurance required to be carried by SUB GRANTEE and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION. Any failure of FOUNDATION to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

8. Relationship of the Parties

All parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. No party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

9. Notices

FOUNDATION:

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

REPRESENTATIVE/PROGRAM DIRECTOR (All Programmatic Issues):

Rachel Antrobus
Strategic Partnerships Manager
Career Ladders Project
678 13th Street
Suite 200
Oakland, CA 94612
(510) 268-0566
rantrobus@careerladdersproject.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street
Suite 3500
Sacramento, CA 95811
(916) 325-4300
ameyer@foundationccc.org

SUB GRANTEE:

[grant contact]

10. Publication of Materials

Publicity and/or published materials referring to the project should include acknowledgement of the grant from the James Irvine Foundation and the Career Ladders Project. Any press releases concerning the project must be approved by FOUNDATION, as designated in Section 9 (Notices), at least two weeks prior to distribution.

11. General Provisions

11.1 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

11.2 Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

11.3 Subcontracting Conflicts. SUB GRANTEE may not employ subcontractors, unless SUB GRANTEE submits a request to both FOUNDATION Contacts listed under Section 9 (Notices) above to employ subcontractors and FOUNDATION approves said request in writing. All subcontracts approved by FOUNDATION and entered into by SUB GRANTEE with an approved subcontractor shall include a Work Made for Hire Provision in compliance with Section 5 (Intellectual Property) above, by which all materials, procedures, processes, and/or trademarks or servicemarks first created, first developed or first produced as a result of this Agreement shall be Work Made for Hire in favor of FOUNDATION pursuant to Section 201 of the Copyright Act. Notwithstanding the foregoing, SUB GRANTEE will not hire any current or past employee of FOUNDATION to perform any Services covered by this Agreement. SUB GRANTEE represents and warrants that to the best of its knowledge, there exists no actual or potential conflict between SUB GRANTEE's business, or financial interests and FOUNDATION or the Services provided under this Agreement. SUB GRANTEE agrees to promptly disclose, in writing, to FOUNDATION Contract Contact listed under Section 9 (Notices) above any actual or potential conflicts of interests.

11.4 Legal and Regulatory Compliance, Records. SUB GRANTEE shall perform all Services in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards of the State of California, and applicable federal and local law. Books and records relating to this Agreement will be maintained in accordance with generally accepted accounting principles by SUB GRANTEE. SUB GRANTEE agrees to maintain complete and accurate records with respect to all costs incurred under this Agreement.

All such records shall be clearly identifiable and include sufficient detail of services rendered and costs incurred. SUB GRANTEE agrees to provide a representative of FOUNDATION access to examine, audit, and make transcripts or copies of the aforementioned records and any other document created pursuant to this Agreement (collectively "Records"), within five (5) calendar days of a written request for such access. SUB GRANTEE will preserve Records as required by applicable federal, state or local laws, but in no event for a period of less than three (3) years from the date of final payment under this Agreement. This section is deemed material to the formation of this Agreement.

11.5 Anti-lobbying. SUB GRANTEE shall not use any portion of the funds rendered herein to attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between FOUNDATION and SUB GRANTEE. Furthermore, SUB GRANTEE shall not use any portion of the funds rendered herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

11.6 Non-Discrimination. SUB GRANTEE shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. SUB GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.).

11.7 Debarment and/or Suspension. SUB GRANTEE shall comply with Executive Order 12549, Debarment and Suspension. SUB GRANTEE represents and warrants that SUB GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

11.8 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

11.9 Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

11.10 Law to Govern; Venue. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

11.11 Taxpayer Identification. Federal Form W-9, Request for Taxpayer Identification Number and

Certification, is required to be completed by the SUB GRANTEE and included as an attachment to this signed Agreement.

11.12 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

11.13 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

11.14 Confidentiality. SUB GRANTEE shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in SUB GRANTEE's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after SUB GRANTEE's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this Agreement.

11.15 Execution of this Agreement. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

11.16 Authority to Bind. The Parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement. Authorized signatories of FOUNDATION are two (2) signatories both of which must be the CEO, CFO or a Vice President regardless of the dollar value, must sign this Agreement, any amendment or modification thereto, for it to be authorized and valid.

11.17 Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

11.18 Non-waiver. The failure of either FOUNDATION or SUB GRANTEE, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

11.19 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT as of the effective data noted in the signature block below.

SUB GRANTEE

By: [Signature]
Print Name: _____
Title: **James Harris**
Date: **President, Board of Education**

SUB GRANTEE – second signature, if required

By: [Signature]
Print Name: _____
Title: **Antwan Wilson**
Date: **Secretary, Board of Education**

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

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: _____
Print Name: _____
Title: _____
Date: _____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: _____
Print Name: _____
Title: _____
Date: _____

CAREER LADDERS PROJECT

By: _____
Print Name: **Linda Collins**
Title: **Executive Director**
Date: _____

OUSD or the District verifies that the Contractor does not appeal on the Excluded Parties List at (<https://www.sam.gov/>).



Exhibit "A" to FOUNDATION AGREEMENT
SCOPE OF WORK

As a SUB GRANTEE for the FOUNDATION under the Program, Oakland Unified School District/Skyline High School will play a key administrative and compliance role with the agreed upon terms and conditions of the East Bay ICT/DM Pathways Partnership Initiative Phase One. The SUB GRANTEE:

1. Skyline High School and Oakland Unified School District will partner with Berkeley City College, Peralta Community College District, and Career Ladders Project to create a seamless 9-14 ICT/Digital Media pathway via the:
 - a. Collaborative development and implementation of curricular, pedagogical, and policy changes needed to align (through methods such as dual enrollment and accommodation in the HS master schedule) Skyline High School's existing and developing curriculum with BCC's Multimedia Arts and Computer Science curriculum, including the development of a 9th grade ICT/DM survey course introducing Skyline students to ICT/DM pathway career and college opportunities.
 - b. Integrate Skyline's schedule and curriculum with embedded community college matriculation, academic assessment, and support services, as well as alignment of K-14 data sharing systems, to overcome barriers to transition and provide all students early-college credit.
 - c. Align and coordinate grade-level appropriate work-based learning, including managing a mentoring program with SAP and career and college exploration curriculum (ECCO, Get Focused, Stay Focused, etc.).
 - d. Involve SAP in school-sponsored activities and events encouraging parental engagement.
2. Cooperates and actively partners with CLP in the role of technical assistance provider on site visits at regular intervals to review progress to date, challenges, and address any necessary course corrections to ensure successful implementation and results of initiative.
3. Adheres to all stated FOUNDATION requirements and the compilation and timely submission of all required reporting, including narrative reports, compiled college data on target population, and financial reporting. Maintains clear record/documentation of grant expenditures and provides a financial report along with the narrative report in compliance with this Agreement. Colleges will provide an end-of-the-year report to CLP in June 2015 as outlined in Exhibit "B."
4. Works with external evaluators, the Career Ladders Project (CLP) and SAP to provide evidence of implementation activities and outcomes. This may include description and analysis of major grant activities as well as student level interventions offered under this grant.
5. Observes that communications with the GRANTOR for and about this project will occur through the Career Ladders Project.



Exhibit "B" to FOUNDATION AGREEMENT
COMPENSATION SCHEDULE

Total compensation not to exceed \$83,050.00 is for the purposes described below and is subject to acceptance by the SUBGRANTEE of the conditions specified below. Funds are to carry out the activities outlined in, and in accordance with:

- the SUBGRANTEE's budget and narrative submitted in the mutually agreed upon East Bay ICT/DM Pathways Partnership Initiative Phase One proposal; and
- the Scope of Work in Exhibit "A."

SUBGRANTEE: Oakland Unified School District/Skyline High School

Grant Period: July 1, 2015 – June 30, 2016

Grant Terms: \$83,050.00 made in June, 2015

As stated in the SUBGRANTEE's proposal (Exhibit C), to accomplish the initiative's objectives, Oakland Unified School District/Skyline High School will:

- Develop and implement curricular, pedagogical, and policy changes needed to align Skyline High School's existing and developing curriculum with BCC's Multimedia Arts and Computer Science curriculum
- Integrate Skyline's schedule and curriculum with embedded community college matriculation, academic assessment, and support services, as well as alignment of K-14 data sharing systems
- Align and coordinate grade-level appropriate work-based learning
- Involve SAP in school-sponsored activities and events encouraging parental engagement

CCCLLI SUB GRANTEE Reporting Requirements:

No later than the signing of this Agreement	Submit to the Career Ladders Project (CLP) a final signed proposal in response to the CCCLLI RFP
December 31, 2016	Provide interim financial and narrative report to CLP using template provided by CLP
June 30, 2016	Provide final financial and narrative report to CLP using template provided by CLP

SUB GRANTEE'S PROPOSAL FOLLOWING IN EXHIBIT "C"

Exhibit “C” to FOUNDATION AGREEMENT
PROPOSAL

**The East Bay ICT/DM Pathways Partnership Initiative Phase One
Proposal to SAP**

PART A: STATEMENT OF GOAL, OBJECTIVES, AND EXPECTED OUTCOMES

Goal: The primary goal of this program is to combine academic excellence with technical aptitude, thus empowering students to be successful in our modern, information-based global economy and community. By design, the students will see themselves as “college bound” and “on a career pathway” from the moment they begin 9th grade. Along with core subjects, students will develop strong technical, design, and communication skills, and will graduate with the professional certifications and workplace experience necessary to give them a competitive edge in tomorrow’s IT employment marketplace.

Phase One Objective: Over the next year, develop an innovative 9-14 college and career pathway program enabling students to earn a high school diploma plus an associate degree in business systems or engineering technology or related AA degrees. Students will also gain relevant work experience in the business technology field including participation in “shadowship” opportunities with industry partner, SAP. While implementing phase one, our collaborative pathway would lay the groundwork to scale the initiative to reach more students in Oakland over the next several years.

Community College/District Phase One Objectives:

BCC and PCCD will work with partners Skyline High School, OUSD and CLP to create a seamless 9-14 ICT/Digital Media pathway via the:

- a) Collaborative development and implementation of curricular, pedagogical, and policy changes needed to align (through methods such as dual enrollment and accommodation in the HS master schedule) BCC Multimedia Arts and Computer Science curriculum with Skyline High School’s existing and developing curriculum, including providing robust curriculum and professional development opportunities for teachers and faculty.
- b) Intentional redesign and implementation of community college matriculation and academic assessment, as well as K-14 data sharing systems, to overcome barriers to transition and provide a seamless 9-14 pathway via embedded career and college counseling, matriculation, and early-college credit, certificates, and degrees, including via hybrid online courses.
- c) Coordinate college-level work-based learning, including internships and job placement with partners and joint industry advisory councils in partnerships with SAP and other partners.

High School/District Phase One Objectives:

Skyline High School and OUSD will partner with BCC, PCCD, and CLP to create a seamless 9-14 ICT/Digital Media pathway via the:

- a) Collaborative development and implementation of curricular, pedagogical, and policy changes needed to align (through methods such as dual enrollment and accommodation in the HS master schedule) Skyline High School's existing and developing curriculum with BCC's Multimedia Arts and Computer Science curriculum, including the development of a 9th grade ICT/DM survey course introducing Skyline students to ICT/DM pathway career and college opportunities.
- b) Integrate Skyline's schedule and curriculum with embedded community college matriculation, academic assessment, and support services, as well as alignment of K-14 data sharing systems, to overcome barriers to transition and provide all students early-college credit.
- c) Align and coordinate grade-level appropriate work-based learning, including managing a mentoring program with SAP and career and college exploration curriculum (ECCO, Get Focused, Stay Focused, etc.).
- d) Involve SAP in school-sponsored activities and events encouraging parental engagement.

Technical Assistance Phase One Objectives:

CLP will work with partners to improve transition practices through direct technical assistance for BCC/Skyline 2015-16 implementation. CLP will work with partners to strengthen and inform the 9-14 college and career pathway program:

- a) Serve as a facilitator and coordinator to help bring industry, secondary and post-secondary education partners into better alignment.
- b) Provide direct support of ICT/DM pathway development including curriculum design, dual enrollment, data sharing, and career and college exploration best practices.
- c) Through documentation, peer exchange and interviews, analyze the work, engage stakeholders in learning and share findings.
- d) Convene stakeholders to plan for phase two and further scale the initiative for the 2016-17 school-year. Plan for expansion/replication with one to three other OUSD high schools in partnership with BCC and potentially an additional Peralta college. Coordinate with the Irvine Foundation-supported "Hub of Excellence," the East Bay Career Pathways Initiative, the California Community College Linked Learning Initiative (CCLLI) and other related efforts to encourage expansion of curriculum and pathway across the region.

Expected Grant Outcomes:

Over the next year, develop and pilot an innovative 9-14 college and career pathway program with embedded transitional and support services, as well as work-based learning as model for our community.

For BCC/PCCD, expected phase-one outcomes include:

- Career and College Pathway Curriculum and Professional Development
 - Facilitate any necessary design or redesign of BCC ICT/DM curriculum by BCC faculty in collaboration with K-12 faculty to ensure curriculum alignment.
 - Co-design 9th grade ICT/DM survey course, 10-11th grade 3D animation and game design courses, as well as support adoption of a Skyline AP computer science course (UC Berkeley Joy and Beauty of Computing course, <http://bjc.berkeley.edu/website/curriculum.html>).
 - Provide professional development for college faculty in non-cognitive pedagogical approaches to successful instruction of high school students.
 - Co-pilot re/designed and dual enrollment courses with existing academy students in 10-12th grades in preparation for 9-14 pathway.
- Embedded Transitional Support Services and Early College Credit
 - Collaboration of PCCD and BCC leadership with Skyline and OUSD to ensure access to data as well as policy and procedure, including facilitation of necessary changes around data sharing, matriculation of students, and dual enrollment.
 - Provide direct transitional and support services to 9-12 pathway students, including outreach, one-stop assessment and enrollment, career and college counseling, including initial students education plan, financial aid, and registration.
 - Train high school faculty, staff, and ambassadors in BCC matriculation process and practice for year-round access at high school site.
 - Enroll and co/instruct Skyline students in 10-14 ICT/DM pathway courses, including 10th grade hybrid courses, high-school site dual enrollment courses, and BCC dual enrollment courses (please see course map).
 - Provide follow up counseling support, including student education plan, as well as certificate and degree petition completion support.
- Robust Work-Based Learning
 - Provide college-level work-based learning, including shadowships with SAP, internships and job placement with other industry partners and joint industry advisory councils.
 - Membership in SAP University Alliance.

For Skyline High School, expected outcomes include:

- Career and College Pathway Curriculum and Professional Development
 - Collaboration of Skyline and OUSD leadership with PCCD and BCC to ensure access to data as well as policy and procedure, including facilitation of necessary changes around data sharing, matriculation of students, and dual enrollment.
 - Facilitate any necessary design or redesign of Skyline ICT/DM curriculum by Skyline teachers in collaboration with community faculty to ensure curriculum alignment, as well as common core.

- Co-design 9th grade ICT/DM survey course and 10-11th grade 3D animation and game design course, as well as adopt Skyline AP computer science course (UC Berkeley Joy and Beauty of Computing course, <http://bjc.berkeley.edu/website/curriculum.html>). Dually enroll students.
- Provide professional development for teachers in newly designed 9th grade ICT/DM survey and pathway courses, including UC Berkeley offered professional development (<http://bjc.berkeley.edu/>).
- Identify and provide access to/opportunity for qualified Skyline faculty to become BCC faculty.
- Co-pilot re/designed and dual enrollment courses with existing academy students in 10-12th grades in preparation for 9-14 pathway.
- Reach 70 students per grade in high school (9, 10, 11 and 12) to impact a total of 280 students in the 2015-16 school year.
- Embedded Transitional Support Services and Early College Credit
 - Allow space in master schedule, and computer lab, for direct transitional and support services to 9-12 pathway students, including outreach, one-stop assessment and enrollment, career and college counseling, including initial students education plan, financial aid, and registration.
 - Allow high school faculty, staff, and ambassadors to be trained by BCC faculty and staff to permit BCC matriculation process and practice for year-round access at high school site.
 - Enroll Skyline students in 10-14 ICT/DM pathway courses, including 10th grade hybrid courses, high-school site dual enrollment courses, and BCC dual enrollment courses (please see course map).
 - Allow space in master schedule, and computer lab, for follow up counseling support, including student education plan, as well as certificate and degree petition completion support.
- Robust Work-Based Learning
 - Add SAP virtual mentorship into career and college exploration activities (ECCO, Get Focused, Stay Focused!, etc.).
 - Provide college-level work-based learning, including internships and job placement with partners and joint industry advisory councils.

CLP outcomes

- Expected technical assistance and coordination outcomes include:
 - Industry, secondary and post-secondary education partners are engaged, supported and informed through coaching/problem solving, facilitated meetings, pathway expertise, and tools such as model agreements, presentations, and/or templates to build and support program capacity and growth.

- Practices and lessons learned are documented and shared through peer exchange, convening stakeholders, and presentations.
- Expansion plan for 2016-17.

Long-term Outcomes:

- Students are better informed and informed earlier in their academic progression about educational and career pathway options.
- Students are aware of and use matriculation processes located in high school to apply, register, enroll and get financial aid.
- Students have access to, and 70% earn early college credit aligned with their career pathway and/or in service to their post-secondary education goals.
- High school students enroll and matriculate into college at higher rates.
- Students avoid and/or accelerate through basic skills remediation.
- Increased % HS grads complete college certificates, degrees and/or transfer to 4-year university.

Phase One Organizational Partners Description and Roles:

Career Ladders Project: Founded by the California Community College Board of Governors, the Career Ladders Project (CLP) was established in 2002 under the fiscal sponsorship of the Foundation for the California Community Colleges. CLP provides technical assistance to colleges and makes research-based policy and practice recommendations to the CA Community College system, its K-12 and university partners and policy makers regarding reforms to benefit historically underserved and disadvantaged Californians.

CLP will provide:

- regranting on behalf of SAP;
- support for initiative design, coordination; and
- thought partnership, facilitation, pathway expertise and peer mentoring.

Berkeley City College: Just two blocks from the University of California, Berkeley, the energetic urban campus of Berkeley City College (BCC) stands on the cutting edge of community college education. University preparation and occupational training classes form the core of BCC's curriculum, which also features model programs in fields as diverse as American Sign Language, Biotechnology, and Multimedia Arts. Respected academicians and successful entrepreneurs, BCC faculty represents a broad cross-section of the Bay Area's ethnic, cultural, and economic communities. Each semester, BCC's 7,600+ students learn and thrive in an innovative, diverse, and inspirational learning community. They work with each other, faculty and community members to share knowledge and create opportunities that will help them transform lives.

BCC will provide faculty, staff, and administrators to collaborate on:

- Necessary systems change around data sharing, dual enrollment, and assessment.
- Curriculum and professional development.
- Counseling and instructional faculty for direct instruction and student services, as well as training of Skyline teachers and staff in matriculation and financial aid.
- Integration of work-based learning experience with college instruction, including college credit via cooperative education.

Skyline High School: Skyline High School is a traditional, comprehensive public high school of 1,800 students which offers a college preparatory curriculum to a diverse set of students. Located on a beautiful 42-acre campus in the Oakland hills, Skyline is well-known for its strong academics, outstanding Performing Arts program, championship athletics, and many student clubs. Skyline provides students from across Oakland with a supportive environment and rigorous curriculum through which they develop their academic skills, creative talents, and civic values. Skyline's student population is a very diverse community with a wide range of social, economic, and ethnic backgrounds represented. Accordingly, the Skyline teachers and administrators are delighted to have collaboratively created three well-supported college and career pathways using the linked learning approach.

Skyline will provide will provide teachers, staff, and administrators to collaborate on:

- necessary systems change around data sharing, dual enrollment, and assessment;
- curriculum and professional development;
- qualified teacher or access for BCC counseling and instruction faculty for student services and direct instruction;
- to train with counseling and instructional faculty, as well as staff, for direct instruction and student services; and
- integration of work-based learning experience with career and college exploration activities.

Oakland Unified School District: The Oakland Unified School District (OUSD) was founded in the 19th century as part of the city's birth as a bedroom community for families working in San Francisco. Today the district includes around 120 schools including several dozen sites that have been founded or redesigned as part a nationwide small schools movement. Oakland Unified School District's mission is to build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day. To meet this mission, OUSD's vision guides in that faculty and staff collaborate to ensure all OUSD students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success.

Peralta Community College District: The Peralta Community College District (PCCD) which includes College of Alameda, Berkeley City College, Merritt College, and Laney College, is divided into four service areas,

which include the cities of Alameda, Albany, Berkeley, Piedmont, Emeryville and all other cities in the East Bay. The mission of the Peralta Community College District is to provide accessible, high-quality adult learning opportunities to meet the educational needs of the multicultural East Bay community.

PART B: PROPOSAL NARRATIVE

The Problem

Despite three years within a robust career and college pathway, OUSD's Skyline High School students enrolled in the Computer Technology Academy are not all aware of the aligned career and college opportunities available to them at PCCD's BCC. Additionally, while critical ICT/DM sector positions sit unfilled, some OUSD students languish over ten years before finding their way to the resources of community college, let alone a ICT/DM career and college pathway. Limited data sharing, high school counseling resources, and other significant barriers to transition, including math, English, and ESL placement exams can further constrict student access and progress. Finally, barriers to grow opportunities for student's to experience work-based learning limit critical applied, service, and soft- skill learning.

The Response

BCC/PCCD, Skyline/OUSD, and CLP propose to partner over the next year to collaboratively develop an innovative 9-14 college and career pathway program enabling students to earn a high school diploma plus an associate degree in ICT/DM or a related AA/AS degree or certificate. In addition to aligned career and college curriculum via dual enrollment, college and high faculty and staff will collaborate to ensure eased transitions via embedded counseling and student support services, including matriculation, financial aid, and counseling, and early college credit. Students will also gain relevant work experience in the ICT/DM sector including participation in virtual work-based learning "shadowship" opportunities with industry partner, SAP. While implementing phase one, our collaborative pathway would lay the groundwork to scale the initiative to reach more students in Oakland.

PART C: BUDGET

BUDGET

HS Faculty	\$16,000
Monthly Pathway Wrk Grp	\$1,200
Pathway Coordinator (.4 FTE)	\$25,000
Computer Lab Modernization	\$40,000
Student transportation	\$850
Subtotal	\$83,050

Key team members:

Linda Collins – As CLP Executive Director Linda will provide leadership and oversight for the Initiative. Linda has extensive experience with educational and workforce development policy and practice; she is frequently asked to consult on state and national policy efforts. She has worked across public and private systems—with K16 education, workforce agencies and employers—to develop and lead large scale initiatives and reform efforts in California. Prior to founding the Career Ladders Project in 2002, Linda served as President of the Academic Senate for California Community Colleges and founding director of the Intersegmental Major Preparation Articulated Curriculum (IMPAC), a major initiative to improve articulation across higher education in CA. She taught sociology and interdisciplinary studies at Los Medanos College for over 15 years.

Rachel Antrobus – As Senior Program Associate, Rachel will ensure critical partnerships are formed between high school and community college faculty and administration, deliver direct technical assistance to the sites. Rachel worked formerly with the Gateway to College National Network. With experience in multiple systems, including education, workforce development, foster care and juvenile justice, Rachel is able to forge work that has collective impact across institutions and diverse partners.

Kris Palmer – As Director of Program Development, Kris will assist with grants management; planning and design for phase 2; collaboration with the Irvine Foundation; and coordination with regional CPT efforts in ICT/DM pathways. Kris will inform tool creation and learning. Kris was formerly a Program Officer with the William and Flora Hewlett Foundation.

Gretchen Livesey – As the Director of Linked Learning in the Oakland Unified School District, Gretchen Livesey is ensuring that every student in Oakland is provided with the opportunity to engage in a linked learning pathway that inspires them, and prepares them for college, career and life. Gretchen is thrilled to be working in the city that has been her home after spending 22 years as a teacher, a California Partnership Academy and Small Learning Community site program director, and district-wide SLC Coordinator, in the San Lorenzo Unified School District. While in SLZUSD, Gretchen co-founded the Bay Area Digital Arts Academy, and taught 20 unit integrated English and Digital Arts courses at the 10-12th grade levels, to students with whom she looped.

Vinh Trinh – As Skyline High School's Principal, Vinh is not new to Skyline or OUSD. He spent three years as Assistant Principal before accepting the position of Principal with overwhelming support from the students and school community. Mr. Trinh is warmly regarded by students because, as they would say, "he knows who we are." Vinh's great capacity to remember students and their stories combined with his kind demeanor creates a respectful campus climate. Vinh began his teaching career at Garfield Elementary School and progressed to Assistant Principal at Roosevelt Middle School. He has now invested 16 years of teaching and administrative experience into OUSD. Vinh graduated University of California – Berkeley with a BS in Integrative Biology before completing his (M.Ed.), Educational Leadership and Administration at Harvard Graduate School of Education.

Mark Frey – As Director and lead teacher of Skyline High’s Computer Science and Technology Academy, Mark Frey has guided the program since he started it in 1998. In addition to fulfilling his duties at the high school level, he is an adjunct faculty member at Contra Costa Community College, serving as an instructor there since 1994. His experience working between K12 and community college institutions have put him in a unique position to help create a partnership between Skyline High and Berkeley City College. Prior to teaching he worked in web design. He holds a B.S. degree in Business Administration from San Francisco State University. He also has an MA in Speech Communication from San Francisco State as well.

Deborah Budd – As President of BCC, Dr. Budd provides strategic leadership and development to achieve the college’s mission to promote student success, to provide our diverse community with educational opportunities, and to transform lives. Dr. Budd has more than 25 years of experience in the field of education, including as serving as the vice chancellor of educational services for the Peralta Community College District. Dr. Budd received her bachelor’s degree in business economics and physical education from University of California at Santa Barbara, her master’s degree in education from Stanford University and her doctorate in educational leadership from San Francisco State University.

Tram Vo-Kumamoto – As Vice President of Instruction, provides strategic leadership to BCC’s instructional departments, including arts and humanities, English and ESL, mathematics and science, as well as career technical education. With a background as counseling faculty and an instructional dean, Tram has created successful cohort programs that integrated academic support and student services. They fostered customized, individually focused pathways which allowed more students to complete degrees in pre-allied health majors, as well as in Science, Technology, Engineering, and Math (STEM) programs. Tram earned her bachelor’s degree in psychology and social welfare from UC Berkeley. She also holds a master’s degree in counseling with an emphasis in higher education from California State University, East Bay.

Maeve Katherine Bergman – As BCC Director of Special Projects and Career Technical Education, Katherine directs alignment of federal, state, and private resources to build with faculty and staff career and college education pathways to eliminate the equity gap and provide students access to sustaining college and career paths. A UC Berkeley trained science educator with graduate environmental, legal, and business education, as well as over a decade of leadership experience, Katherine enjoys leveraging her expertise to collaboratively create and redesign systems in order to overcome social, economic, and environmental barriers to sustainable success for people, their enterprises, and our planet. Katherine earned her JD at University of San Francisco in public interest law, LL.Ms in environmental and tax law at Golden Gate University, and GreenMBA at Dominican University.

Mary Clarke-Miller – As faculty lead of the BCC Animation strand , Career Pathways Trust Champion for the Multimedia Arts department, and Community College Linked Learning faculty lead, Mary works with K-12 teachers and industry alike to develop robust and exciting educational opportunities which are tied to sector employment and transfer pathways for her students. With over 25 year of experience in animation and ICT/DM teaching, including within state’s Community College system, public K-12 districts, and four-year CTE programs, Mary has significant professional and academic experience in this sector, as well as

professional networks. Excitedly, she also has strong administrative and programmatic experience in ICT/DM industry engagement and workforce development as a former associate dean and program director, including proven high job placement success for her ICT/DM programs' students. Before moving to the United States to teach proprietary software and serve in the directing animator role with Fox Animation, Mary was trained at the University of Ulster at Belfast in the intersection of Fine Arts and ICT/DM, receiving a BA in fine arts with honors, specializing in painting, sculpture and mixed media (computer animation and installation).

Allene Young-Hegler – As counseling department chair, counseling and instructional faculty, as well as the BCC's career counselor, Alley is the responsible for leadership of the counseling department faculty and resources, including curriculum and professional development, as well as academic counseling, and career and college exploration courses. Currently, Alley serves as the Career Pathways Trust Counseling Champion and is working with English, Math, and ESL faculty to pilot enhanced multiple measures assessment and integrated CTE pathways with the Student Success and Support Programs (SSSP) requirements. Prior to joining becoming community college faculty, Alley was a corporate human resources consultant providing guidance and career counseling to large organizations and then individuals. Alley received her M.S. in counseling at San Francisco State University.