

File ID Number	19-1507
Introduction Date	8/28/19
Enactment Number	19-1333
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By	OS



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

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

August 28, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Subject: **Grant Agreement – City of Oakland via Oakland Fund for Children and Youth – Oakland International High School**

**ACTION REQUESTED:**

Approval by the Board of Education of Grant Agreement between District and the City of Oakland, via Oakland Fund for Children and Youth, with District accepting \$85,000.00, to support over 357 newly-arrived, high-school aged immigrant students/year, providing on-campus wellness services, targeted interventions for high-risk youth, leadership training, and restorative justice at Oakland International High School for the fiscal year 2019-2020, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant proposals for OUSD schools for the 2019-2020 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Agreement attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-1507	Yes	Grant Agreement	Oakland Unified School District - Oakland International High School	To support over 357 newly-arrived, high-school aged immigrant students/year, providing on-campus wellness services, targeted interventions for high-risk youth, leadership training, and restorative justice, etc.	07/01/2019 thru 06/30/2020	City of Oakland via Oakland Fund for Children and Youth	\$85,000.00 (via wire-transfer in August 2019)

**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 completed grant application for the program listed in the chart by the school.

**FISCAL IMPACT:**

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

- Grants valued at: \$85,000.00

**RECOMMENDATION:**

Approval by the Board of Education of the Oakland Fund for Children and Youth Grant Agreement for Oakland International High School for fiscal year 2019-2020.

**Attachments:**

- Grant Face Sheet
- Grant Agreement
- Combined Grant Schedules

OUSD Grants Management Face Sheet

<b>Title of Grant: OIHS Refugee &amp; Immigrant Wellness Project OFCY</b>	<b>Funding Cycle Dates: 7/1/2019 - 6/30/2020</b>
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email) Sandra Taylor 150 Frank Ogawa Plaza, Suite 4212 Oakland, CA 94612 Tel : 510-238-7163 <a href="mailto:staylor@oaklandnet.com">staylor@oaklandnet.com</a>	<b>Grant Amount for Full Funding Cycle:</b> <b>\$85,000.00 (via wire-transfer)</b>
<b>Funding Agency: City of Oakland - OFCY</b>	<b>Grant Focus: Wellness Center</b>
<b>List all School(s) or Department(s) to be Served: Oakland International High School</b>	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Create and staff a Wellness Center at OIHS to provide ongoing support services to students in crisis (mental health, legal, housing, physical health, etc.).
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 3.25% 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.)	Quarterly reporting on outcomes and student contracts.
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 3.25% 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?	Veronica Garcia, Principal <a href="mailto:Veronica.Garcia@ousd.org">Veronica.Garcia@ousd.org</a> Cell#510-684-4181

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Veronica Garcia	<i>Veronica Garcia</i>	8/2/19
Department Head	Lucia Moritz	<i>Lucia Moritz</i>	8/2/19

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		

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

Whereas, pursuant to City of Oakland Resolution No. \_\_\_\_\_ 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, Grantee has submitted an application for said funds to the City to obtain funding for Grantee's community-related programs and activities provided in Oakland;

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, 2019 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OAKLAND UNIFIED SCHOOL DISTRICT, a California public entity ("Grantee").

2. Scope of Work

Grantee 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.

Grantee 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.

4. Time of Performance

The grant term shall be for one year beginning July 1, 2019 and shall end on June 30, 2020.

5. 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 EIGHTY-FIVE

THOUSAND DOLLARS (\$85,000.00) ("Authorized Funds") in fiscal year 2019 - 2020 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 **\$17,000.00** (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**.
- c. 25% Matching Requirement - 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.
- d. 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.
- e. Disbursements - 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.

6. 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 into the Cityspan online database on a regular basis and submit automated invoices and progress reports electronically. 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 no less than once (1) during the three (3) year grant cycle 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.

7. Grantee's Rights, Responsibilities, and Qualifications

- a. Independent Contractor - The relationship of the City and Grantee is solely that of a grantor and grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The City does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the Work performed under this Agreement. Except as the City may specify in writing, Grantee has no authority to act as an agent of the City or to bind the City to any obligation. The parties expressly agree that Grantee is neither an employee nor an independent contractor of the City of Oakland. Grantee has and shall retain the right to exercise full control and supervision of the Work, and full control over the employment, direction, compensation and discharge of all persons assisting Grantee in the performance of Work hereunder. Grantee shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Grantee's own acts and those of Grantee's subordinates and employees. Grantee will determine the method, details and means of performing the

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

- 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 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 case a Grantee has entered into 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.

8. Audit

Grantee 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.

Grantee 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 Grantee under this Agreement.

9. Assignment

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

10. Conflict of Interest

a. Grantee

The following protections against conflict of interest will be upheld:

- i. Grantee certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Grantee shall immediately notify the City of any real or possible conflict of interest between Work performed for the City and for other clients served by Grantee.
- iv. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 *et seq.*, pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence

decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 *et seq.*) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*).

- vi. Grantee understands that in some cases Grantee or persons associated with Grantee may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Grantee further understands that, as a public officer or official, Grantee or persons associated with Grantee may be disqualified from future City contracts to the extent that Grantee is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Grantee understands that the Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25) prohibits Grantee from hiring a "Public Servant", including certain former City employees, councilmembers, or Planning and Oversight Committee members, in order to prepare or present grant proposals to the POC. Grantee shall direct inquiries to the Oakland Public Ethics Commission.
- viii. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.



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

11. Non-Discrimination/Equal Employment Practices

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

- a. Grantee and Grantee's 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. Grantee and Grantee's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1** ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The City has established requirements for participation by local and small local enterprises, including local nonprofit organizations and small local nonprofit organizations, in publicly-supported projects. Unless otherwise indicated, the City acknowledges that Grantee complies with this requirement.

13. 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 Grantee must comply with the Oakland Living Wage Ordinance The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of 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 Grantee must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – As of July 1, 2019, said employees shall be paid an initial hourly wage rate of \$14.35 with health benefits or \$16.47 without health benefits. Grantee 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 \$2.12 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Grantee shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be

submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

14. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance codified in 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 grantees between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

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

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

15. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate.

Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

16. City of Oakland Campaign Contribution Limits

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

If this Agreement requires Council approval, Grantee must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

17. Nuclear Free Zone Disclosure  
Grantee represents, pursuant to **Schedule P** (“Nuclear Free Zone Disclosure Form”), that Grantee is in compliance with the City of Oakland’s restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Grantee shall complete **Schedule P**, attached hereto.
18. Insurance  
Unless a written waiver is obtained from the City’s Risk Manager, Grantee must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.
19. Indemnification  
Grantee 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 Grantee, its officers, employees, subconsultants or agents.  
  
Grantee 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 Grantee by City and continues at all times thereafter.  
  
All of Grantee’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.
20. 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.
21. 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.
22. Religious Prohibition  
There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.
23. Business Tax Certificate

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

24. Fraud, Waste and Abuse

Grantee shall immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work

25. Termination For Cause or Non-Appropriation

The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Grantee breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within 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, 2020.

26. 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 Grantee 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.

27. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement

28. Governing Law

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

29. Notice

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

(City of Oakland)

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

(Grantee)

Oakland Unified School District  
1000 Broadway Ste 150  
Oakland, CA 94607

Attn: Andrea Bustamante

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.

30. Non-Liability of City

No member, official, officer, director, employee, or agent of the City shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

31. Right to Offset Claims for Money

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

32. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Work by Grantee for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of 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.

33. Modification

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

34. Severability/Partial Invalidity

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

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

35. Inconsistency  
If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.
36. Approval  
If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

**City of Oakland,  
a municipal corporation**

\_\_\_\_\_  
(City Administrator's Office) (Date)

\_\_\_\_\_  
(Department Head Signature) (Date)

Approved as to form and legality:

\_\_\_\_\_  
(City Attorney's Office Signature) (Date)

**Oakland Unified School District,  
a California public entity**

Aimee Eng  
Aimee Eng, President, Board of Education  
(Signature) (Date)

Title: Kyla Johnson-Trammell  
Kyla Johnson-Trammell, Superintendent &  
Secretary, m BOE  
Business Tax Certificate No. \_\_\_\_\_

\_\_\_\_\_  
Resolution Number

\_\_\_\_\_  
Accounting Number

APPROVED AS TO FORM

Meghan [Signature] 7/22/19

# Combined Grants Schedules



Business Name Oakland Unified School District Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Address 1000 Broadway #680 City Oakland State CA Zip 94607 Federal ID # \_\_\_\_\_  
 City of Oakland Business License Number \_\_\_\_\_ Completed by: \_\_\_\_\_ Phone if different \_\_\_\_\_

## Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)

I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

## Schedule K – (Pending Dispute Disclosure)

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please check one)**  Yes  No
- If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
 Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_  
 Administering Department/Division: \_\_\_\_\_ Issues: \_\_\_\_\_
- (check)** Additional Disputes listed on Attachment

## Schedule N - (Living Wage – Declaration of Compliance) Grants accumulating over \$100K, Grants under \$100K mark N/A

**Employment Questionnaire:** Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	approx. 4,700
(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?	none
(4) Number of compensated days off per employee? (Refer to item “a” above)	based on union contract
(5) Number of trainees in your company?	N/A
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A



**Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) Grants accumulating over \$25K, Grants under \$25K mark N/A**

**Section A. Grantee Information**

- (1) Are you an EBO certified firm (Please check one)  Yes  No (if yes, please attached certificate and skip Schedule N-1)  
 (2) Approximate Number of Employees in the U.S. 4,700 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please check one)  Yes  No (4) Union name(s) 7 different unions (OEA, SEIU, CSEA, AFSCME, TEAMSTERS, BTC, UAOS)

**Section B. Compliance**

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

**Section C. Benefits 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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

**Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)**

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: \_\_\_\_\_

**Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)**

I certify that the following entities: 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. Initial: AE

**Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. Initial: AE

**Affirmative Action** - 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 Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. Initial: AE

**By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.**

Name of Individual: Andrea Epps Title: Staff Attorney  
Signature: [Handwritten Signature] Date: 7/23/19

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

### SCHEDULE E PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.

Date \_\_\_\_\_



Company Name: DUSD

Signed: \_\_\_\_\_

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

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
Education + wellness	Soccer without Borders	4521 Webster St Oakland, CA 94609	415-912-7139	15%	\$13,000	<input checked="" type="checkbox"/>				
therapy	Partnerships for trauma recovery	1936 University Ave 191, Berkeley, CA 94704	n/a	5%	\$4,000	<input checked="" type="checkbox"/>				

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)



## SCHEDULE N- Subs

### DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

For sub consultants/recipients/grantees (including City Financial Assistance Recipients (CFARs))

---

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$12.93 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$14.86 per hour (without benefits) , and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **Effective July 1, 2016 the new rates will be \$12.93 with health benefits and \$14.86 without health benefits.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) Health benefits –Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.93** 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. **Effective July 1, 2016, health benefits of at least \$1.93 per hour shall be paid to employee receiving the lower living wage rate of \$12.93.**
- (c) To inform employees of their eligibility for Earned Income Credits (EIC) and to 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>.
- (d) To permit access to work sites for authorized City representatives to review the operation, payrolls and related documents, and to provide certified copies of 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.

## SCHEDULE N- Subs

### DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

For sub consultants/recipients/grantees (including City Financial Assistance Recipients (CFARs))

### Employment Questionnaire

Please provide responses to the following questions:

Item No.	DESCRIPTION	RESPONSE	COMMENTS
1.	*How many permanent employees are employed with your company? (If less than 5 employees stop here)	40	
2.	How many of your permanent employees are paid above the Living Wage rate.	40	
	How many of your permanent employees are paid below the Living Wage rate.	none	
3.	Number of compensated days off per employee (Refer to item "a" on the other side of the form for the correct number of compensated days off.	12	
4.	Number of trainees in your company?	N/A	
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period no longer than 90 days.	none	

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

Oakland International High School

Company Name



Signature of Authorized Representative

4521 Webster St. Oakland  
94609

Address

Veronica Garcia

Type or Print Name

510 597-4287 6/19/19

Area Code

Phone

Date

Principal

Type or Print Title



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 / OHS Phone 510 - 879 - 8200

Street Address 1000 Broadway 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 \_\_\_\_\_

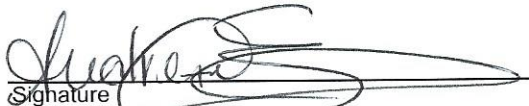
The undersigned Contractor's Representative acknowledges by his or her signature the following:

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.

  
Signature

7, 23, 19  
Date

Andrea Epps  
Print Name of Signer

Staff Attorney  
Position

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

Date Received by City: \_\_\_ / \_\_\_ / \_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_ / \_\_\_ / \_\_\_ By \_\_\_\_\_

**SCHEDULE W**  
**BORDER WALL PROHIBITION**

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, \_\_\_\_\_, the undersigned, a  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

I declare that I understand Ordinance #13459 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

I declare that I understand Ordinance #13459 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

\_\_\_\_\_  
(Printed Name and Signature of Business Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Business Entity)

\_\_\_\_\_  
(Street Address City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)



**Oakland Fund for Children and Youth**  
 2019-2020  
 Fiscal Year Funding

**Pre-Contract Disclosure**

We/I understand that our organization is on the list of agencies being recommended for funding under the 2019-2020 OFCY funding cycle.

We/I understand that in their attempt to have executed contracts as close to July 1, 2019 as possible, OFCY is beginning to compile contract information before the list of recommended agencies has been approved by either the Life Enrichment Committee or the City Council and that all OFCY funding is contingent upon the final approval of the City Council.

Oakland International High School 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.

Veronica Garcia

Print Name

Principal

Title

Veronica Garcia

Signature

6/19/19

Date



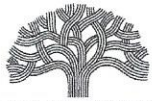


# Oakland Fund for Children and Youth (OFCY)

## 2019-2020 Grant Checklist

The following describes the documents necessary to complete a contract with the City of Oakland. If there are any questions that cannot be answered by the listed resources, please contact Terry Hill at [thill@oaklandca.gov](mailto:thill@oaklandca.gov), Janice Edwards at [jedwards@oaklandca.gov](mailto:jedwards@oaklandca.gov) or Scott Kim at [sskim@oaklandca.gov](mailto:sskim@oaklandca.gov).

☑ DOCUMENTS	DESCRIPTION
<b>Signed Contract</b> <b>3 original copies, signed in <a href="#">blue ink</a></b>	Contains the terms and agreements between <b>the City of Oakland</b> and grantee programs. Please submit <b>3 original copies, signed in <a href="#">blue-ink</a></b> to ensure originality.
<b>Submit three (3) copies of all documents listed below.</b>	
<b>Scope of Work</b>	The Activities for which the award was granted.
<b>Budget</b>	The Budget for which the award was granted.
<b><a href="#">Combined Grant Schedules</a></b> 1. Schedule C-1 2. Schedule K 3. Schedule N 4. Schedule N-1 5. Schedule P 6. Schedule V 7. Oakland Minimum Wage Law	1. Compliance with The Americans With Disabilities Act 2. Pending Dispute Disclosure Form 3. Declaration of Compliance with Living Wage Ordinance 4. Equal Benefits Declaration of Nondiscrimination 5. Nuclear Weapons Proliferation Ordinance 6. Affidavit of Non-Disciplinary or Investigatory Action 7. Contractor acknowledgment of compliance with Oakland Minimum Wage Law provisions - Effective January 1, 2019.
<b><a href="#">Schedule E Project Consultant</a></b>	Consultant Team Listing
<b><a href="#">Schedule N-Subconsultants</a></b>	Declaration of Compliance with Living wage ordinance
<b><a href="#">Schedule O Campaign Contribution Form</a></b>	Declaration that Oakland Campaign Reform Act has been read by grantees and programs will not knowingly make contributions prohibited by the Act. Programs must fill out the form completely. For any questions regarding this document, please contact the Contract Compliance office. (510) 238-3970
<b><a href="#">Insurance Requirements (Schedule Q - Revised 01/13/2017)</a></b>	Insurance requirements for agencies working on City of Oakland contracts. For any questions regarding this document, please contact the Risk Management Office. 510.238.7165
<b><a href="#">Schedule W</a></b>	Border Wall Prohibition Form
<b>Insurance Certificates, Endorsements, Waiver &amp; Subrogation and Waiver Request Letters (if applicable)</b>	The language required on insurance forms is very specific. Please refer to Schedule Q found on the OFCY website and include the coverages, wording and amounts below. Contracts without the necessary coverage levels and language will not be approved by Risk Management. <ol style="list-style-type: none"> <li>1. General Liability Certificate (\$2,000,000 each occurrence)</li> <li>2. Sexual/Abuse insurance (required for all contractors who</li> </ol>



## Oakland Fund for Children and Youth (OFCY)

	<p>will have contact with persons under 18 years)</p> <ol style="list-style-type: none"> <li>3. Auto Certificate or waiver request if not applicable (\$1,000,000 each accident.)</li> <li>4. Additional Insured Endorsement (Naming "The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy")</li> <li>5. Worker's Compensation (\$1,000,000 each accident)</li> <li>6. Waiver of Subrogation Certificate (Contractor waives all rights against "The City of Oakland and its Councilmembers, officers, directors, employees and volunteers")</li> </ol>
<p><b>EBO Certificate</b>            Equal Benefits, Declaration of Nondiscrimination  <i>(City/State grantees do not need to submit this document)</i></p>	<p>Include a copy of your certificate with other contracting documents. If you do not have an EBO certificate, please include the section of your personnel policy that describes the benefits package made available to employees.</p>
<p><b>2019 Oakland Business Tax Certificate</b>  <i>(City/State grantees do not need to submit this document)</i></p>	<p>7. Organizations that do not have a 2019 Oakland Business Tax License must submit the Business Tax License Application (<a href="http://www.oaklandnet.com/bustax.html">www.oaklandnet.com/bustax.html</a>) along with the IRS letter of non-profit status to the Business Tax License Office. For any questions regarding this document, please contact the Business Tax License Office at 510.238.3704.</p>
<p><b>IRS Letter of Non-Profit Status</b>  <i>(City/State grantees do not need to submit this document)</i></p>	<p>Letter from the Internal Revenue Service documenting non-profit status. It must be a letter issued within the last 2 years. To obtain a current letter, contact the IRS at 877.829.5500.</p>
<p><b><u>Pre-Contract Disclosure</u></b></p>	<p>Letter acknowledging funding is not guaranteed until the City Council approves the programs recommended by the OFCY Policy and Oversight Committee.</p>
<p><b>Notice to All Businesses</b>  <a href="#">iSupplier registrations</a></p>	<p>To receive payments from the City of Oakland all grantees are required to register at the City's iSupplier Portal.</p>

**AGENCY INFORMATION**

**Oakland Unified School District**

**Agency Name**

Oakland Unified School District

**Agency Details**

**Street Address**

1000 Broadway Ste 150

**City**

Grand

**State**

California

**ZIP Code**

94607

**Is your agency a 501(c)(3) nonprofit?**

Yes  No

**Will your agency use a fiscal sponsor?**

Yes  No

**Is your agency a current OFCY grantee?**

Yes  No

**Phone**

5107101269

**Year Founded**

1865

**Tax ID#**

946000385

**Agency Website**

www.ousd.org

**Agency mission statement**

Oakland Unified School District (OUSD) will 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.

**FINANCIAL**

**Current Fiscal Year Agency Budget**

608000000.00

**# of Full and Part**

**Time Staff**

4866

**FTEs: Program**

4133

**FTEs: Development/**

**Fundraising**

0

**FTEs: Admin/**

**Finance**

733

**Key Agency Staff**

**Executive Director**

**First Name**

Kyla

**Last Name**

Johnson-Trammel

**Email**

Kyla.johnson-trammel@ousd.org

**Phone**

510-879-2600

**Chief Financial Officer/ Financial Director**

**First Name**

Preston

**Last Name**

Thomas

**Email**

preston.thomas@ousd.org

**Phone**

5105792022

**UPLOADS**

**501c3 IRS letter**

**File**

[OUSD Exempt Certification 2018-0813.pdf](#)

OUSD W9 tax exempt status

**Fiscal Audits**

**File**

[2016-17 Audit Report--Revised.pdf](#)

OUSD Fiscal audit

**IRS Form 990**

**File**

[OUSD Exempt Certification 2018-0813.pdf](#)

OUSd does not use a IRS form 990. I have uploaded our tax exempt status.

**Organizational Budget**

**File**

[18-2507 Presentation - First Interim SACS Financial Report - Fiscal Year 2018-2019 - As of October 31 2018.pdf](#)

OUSD 1st Interim Report for 18-19 SY Budget

**Board Roster**

**File**

[Board Roster 2017-18.pdf](#)

OUSD Board of Education Roster

**COVER PAGE**

**Oakland Unified School District - OIHS: Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative**

**Program Name**

OIHS: Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative

**Strategy**

High School and Postsecondary Student Success

**Are you using a fiscal sponsor?**

Yes  No

**Designation**

Small & Emerging Organization  Single Agency Applicant  Collaborative

**Collaborative Partners**

Soccer Without Borders, Partnerships for Trauma Recovery

**Program Summary**

OIHS will support over 357 newly-arrived, high-school aged immigrant students/year, providing on-campus wellness services, targeted interventions for high-risk youth, leadership training, and restorative justice. Wellness services—counseling, health & legal services, food access—will support students with basic needs, while our restorative justice and leadership programming will provide skills, tools and engagement opportunities so that students can make meaningful contributions to their new schools and homes, and so that they can thrive as leaders in high school and beyond.

**Executive Director**

The Executive Director must serve as the Signatory that will sign the grant agreement and approve the quarterly progress reports. If there is a fiscal sponsor, the Executive Director of the fiscal sponsor should be listed.

**First Name**

Veronica

**Last Name**

Garcia

**Email**

veronica.garcia@ousd.org

**Phone**

510-597-4287

**Mailing Address**

4521 Webster St.L

**City**

Oakland

**State**

California

**Zip**

94609

**Contract Representative**

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. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

**First Name**

Lauren

**Last Name**

Markham

**Title**

Community School Manager

**Email**

lauren.markham@ousd.org

**Phone**

617-699-5114

**Mailing Address**

4521 Webster St.

**City**

Oakland

**State**

California

**Zip**

94609

**Program Representative**

This individual is responsible for program implementation and able to answer any program specific questions. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

**First Name**

Lauren

**Last Name**

Markham

**Title**

Community School Manager

**Email**

lauren.markham@ousd.org

**Phone**

617-699-5114

**Mailing Address**

4521 Webster St.

**City**

Oakland

**State**

California

**Zip**

94609

**Mailing Address for OFCY invoice checks****Company Name**

Oakland International High School

**Attention**

Veronica Garcia

**Street Address**

4521 Webster St.

**City**

Oakland

**State**

California

**Zip**

94609

## DEMOGRAPHICS AND OPERATIONS

### Oakland Unified School District - OIHS: Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative

#### YOUTH

Total Unduplicated Youth Participants  
(Ages 0-21) **357**

Youth Participants' Race / Ethnicity	# to be Served	% to be Served
Asian	52	14.57%
Black or African American	21	5.88%
Hispanic or Latino	224	62.75%
Middle East/North Africa	60	16.81%
Native American and Alaska Native	0	0.00%
Native Hawaiian and Other Pacific Islander	0	0.00%
Some Other Race	0	0.00%
Two or More Races	0	0.00%
White	0	0.00%
<b>Total</b>	<b>357</b>	

Youth Participants' Ages to be Served	# to be Served	% to be Served
0 - 5 years	0	0.00%
6 - 10 years	0	0.00%
11 - 15 years	70	19.61%
16-21 years	287	80.39%
<b>Total</b>	<b>357</b>	

Youth Participants' Residence	# to be Served	% to be Served
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<a href="#">Find District</a>
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District 1	6	1.68%
District 2	33	9.24%
District 3	53	14.85%
District 4	11	3.08%
District 5	169	47.34%
District 6	48	13.45%
District 7	37	10.36%
<b>Total</b>	<b>357</b>	

Youth Participants' Gender Identity	# to be Served	% to be Served
Female	154	43.14%
Male	203	56.86%
Non-binary	0	0.00%
<b>Total</b>	<b>357</b>	

Dosage per Youth	# to be Served	% to be Served
1 to 10 hours	50	14.01%
11 to 20 hours	116	32.49%

<b>21 to 40 hours</b>	<b>116 32.49%</b>
<b>41 to 80 hours</b>	<b>25 7.00%</b>
<b>81 to 120 hours</b>	<b>25 7.00%</b>
<b>121+ hours</b>	<b>25 7.00%</b>
<b>Total</b>	<b>357</b>

**PROGRAM OPERATION DATES**

**What months out of the year will this program provide services?**

- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December

**Enter the total number of weeks in a year that this program operates. (1-52)**

50

**Days that service is provided**

Please select days in a typical week that this program provide services. If your program has typical start and end times, please enter them.

<b>Day</b>	<b>Service Provided</b>	<b>Start Time</b>	<b>End Time</b>
Sunday	<input type="checkbox"/>		
Monday	<input checked="" type="checkbox"/>	08:00 am	06:00 pm
Tuesday	<input checked="" type="checkbox"/>	08:00 am	06:00 pm
Wednesday	<input checked="" type="checkbox"/>	08:00 am	06:00 pm
Thursday	<input checked="" type="checkbox"/>	08:00 am	06:00 pm
Friday	<input checked="" type="checkbox"/>	08:00 am	06:00 pm
Saturday	<input checked="" type="checkbox"/>	08:00 am	06:00 pm



**BUDGET**

**Oakland Unified School District - OIHS: Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative**

**PERSONNEL**

Lead Agency Position	First Name	Last Name	Total Annual Salary/Wages	% Time	Total Project Budget	OFYC Funds Requested	Other Projected Match
Case Manager	Tiffany	Rockett	66000.00	100.00%	66000.00	52000.00	\$14,000.00

**Budget Justification and Calculation**

The Case Manager position will support the day to day operations of the Refugee & Immigrant Wellness, Leadership & Restorative Justice initiative.

Community School Manager	Lauren	Markham	86000.00	25.00%	21500.00	0.00	\$21,500.00
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**Budget Justification and Calculation**

Our Community School Manager currently works a 60%FTE; she will devote 25% FTE to managing and supervising all partnerships, programs, and service providers in the Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative.

Case Manager (EBAYC)	Luis	Lopez	48000.00	40.00%	19200.00	0.00	\$19,200.00
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**Budget Justification and Calculation**

Luis Lopez, a Case Manager working in partnership with the East Bay Asian Youth Center and funded by Kaiser and Alameda County funds, will devote .5FTE to supporting this initiative.

Dean of Students	Cormac	Kilgallen	74000.00	10.00%	7400.00	0.00	\$7,400.00
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**Budget Justification and Calculation**

The Dean of Students will support home visits, Tier 3 circles, and Manhood Development interventions, at 10% FTE.

<b>FRINGE</b>				<b>Fringe Rate 31.38%</b>	<b>35800.00</b>	<b>15500.00</b>	<b>\$20,300.00</b>
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**Budget Justification and Calculation**

Fringe benefits include health benefits and workers comp for all employees, at roughly 35%/employee (the average benefits calculation for each of the above employees as per their current rates).

**PERSONNEL TOTAL** \$149,900.00 \$67,500.00 \$82,400.00

**OTHER DIRECT COSTS**

**Description** Equipment/Furniture  
**Total Project Budget** 0.00 **OFCY Funds Requested** 0.00 **Other Projected Match** 0.00

**Budget Justification and Calculation**  
 n/a

**Description** Facility Rental  
**Total Project Budget** 0.00 **OFCY Funds Requested** 0.00 **Other Projected Match** 0.00

**Budget Justification and Calculation**  
 In-Kind

**Description** Food  
**Total Project Budget** 1000.00 **OFCY Funds Requested** 500.00 **Other Projected Match** 500.00

**Budget Justification and Calculation**  
 We will utilize a combination of OFCY and school funds to fun snacks and meeting refreshments for student leadership meetings, field trips and trainings.

**Description** General Office Supplies  
**Total Project Budget** 200.00 **OFCY Funds Requested** 0.00 **Other Projected Match** 200.00

**Budget Justification and Calculation**  
 In-Kind

**Description** Participant Incentives  
**Total Project Budget** 3000.00 **OFCY Funds Requested** 0.00 **Other Projected Match** 3,000.00

**Budget Justification and Calculation**  
 In-Kind - we will use 21st Century Funds to provide incentives for Wellness Ambassadors and other student leadership participants.

**Description**  
Professional Development

<b>Total Project Budget</b>	0.00	<b>OFCY Funds Requested</b>	0.00	<b>Other Projected Match</b>	0.00
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**Budget Justification and Calculation**

n/a

**Description**  
Program Supplies

<b>Total Project Budget</b>	250.00	<b>OFCY Funds Requested</b>	0.00	<b>Other Projected Match</b>	250.00
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**Budget Justification and Calculation**

In-Kind: we will use school funds, as well as donations from the Alameda County Food Bank, to support our program.

**Description**  
Telephone/Internet/Communications

<b>Total Project Budget</b>	0.00	<b>OFCY Funds Requested</b>	0.00	<b>Other Projected Match</b>	0.00
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**Budget Justification and Calculation**

n/a

**Description**  
Travel/Transportation

<b>Total Project Budget</b>	1000.00	<b>OFCY Funds Requested</b>	0.00	<b>Other Projected Match</b>	1,000.00
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**Budget Justification and Calculation**

In-Kind: School funds will pay for bus and bart tickets, as well as chartered busses, for program field trips

<b>Total Project Budget</b>	<b>\$5,450.00</b>	<b>OFCY Funds Requested</b>	<b>\$500.00</b>	<b>Other Projected Match</b>	<b>\$4,950.00</b>
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**OTHER DIRECT COSTS TOTAL**

**YOUTH WAGES and STIPENDS**

**YOUTH WAGES**

<b>Total Project Budget</b>	0.00	<b>OFCY Funds Requested</b>	0.00	<b>Other Projected Match</b>	\$0.00
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**Budget Justification and Calculation**

n/a

**FRINGE**      Fringe Rate n/a      0.00      0.00      0.00      \$0.00

**Budget Justification and Calculation**

n/a

**YOUTH STIPEND**

Description	# of youth	Stipend Amount	# Hours/week	# Weeks/year	Total Project Budget	OFCY Funds Requested	Other Projected Match
n/a	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00

**Budget Justification and Calculation**

n/a

**YOUTH WAGES and STIPENDS SUBTOTAL**

\$0.00      \$0.00      \$0.00

**Do you have subcontracts?**

Yes     No

**SUBCONTRACTS**

**Description**  
Soccer Without Borders

**Budget Justification and Calculation**

Dedicate 14% FTE of Oakland Program Director, Ben Gucciardi, and approximately 8% FTE of SWB Education Coordinator and Boy's coach, Carson McFadden, and 5% of Program Coordinator and Girl's Coach, Maddy Boston, to support the wellness needs of OIHS youth through Manhood Development sessions, Restorative Justice Circles, Group Wellness Workshops, and daily individual mentoring/referrals during the school years 2019-2020, 2021-2022, 2023-2024.

**Description**  
Partnerships for Trauma Recovery

**Budget Justification and Calculation**

PTR will receive \$4,000 total to cover supervision costs for weekly group and individual mental health and mentoring services to OIHS's linguistic minority students (in languages such as Tigrinya, Amharic, Mam, Arabic and/or others).

**SUBCONTRACTS TOTAL**

\$16,050.00      \$13,000.00      \$3,050.00      \$8,000.00      \$4,000.00      \$4,000.00      \$24,050.00      \$17,000.00      \$7,050.00

(without indirect costs)  
**SUBTOTAL WITHOUT INDIRECT COSTS**  
 (excluding subcontractor indirect costs)

\$179,400.00      \$85,000.00      \$94,400.00

**Indirect Costs** (cannot exceed 15% of total OFCY Funds Requested). Currently: .00%

Lead Agency Indirect

Total Project Budget      0.00      0.00      0.00

**Budget Justification and Calculation**

n/a - the OUSD/OIHS will not be charging indirect costs to this proposal.

**Subcontractor Indirect**

Soccer Without Borders

\$0.00      \$0.00      0.00

Partnerships for Trauma Recovery

\$0.00      \$0.00      0.00

INDIRECT TOTAL

\$0.00      \$0.00      \$0.00

**TOTAL**

\$179,400.00      \$85,000.00      \$94,400.00

Your OFCY Award amount is \$85,000.00