

File ID Number	19-1520
Introduction Date	8/14/19
Enactment Number	19-1279
Enactment Date	8/14/19 lf
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

August 14, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Christopher Chatmon, Deputy Chief, Office of Equity
Jerome Gourdine, Director Student Achievement

Subject: Grant Agreement - Kids First! - City of Oakland, Oakland Fund for Children and Youth (OFCY)

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement between the District and The City of Oakland, in the amount of \$250,000.00, to provide comprehensive academic support and case management services into African American Male Achievement and Oakland Athletic League programs for Castlemont, Fremont, McClymonds, and Skyline High Schools, for the period of July 1, 2019 through June 30, 2020, pursuant to the terms and conditions thereof and to submit amendments thereto, if any.

BACKGROUND:

Grant agreement for select OUSD high schools for the 2019-2020 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-1520	Yes	Grant	Oakland Unified School District Schools: Castlemont, Fremont, McClymonds, and Skyline High Schools.	To provide comprehensive academic support and case management services (tutoring, academic counseling, college advising, and coordination of services) into African American Male Achievement and Oakland Athletic League programs.	July 1, 2019 - June 30, 2020	City of Oakland, Oakland Fund for Children and Youth (OFCY)	\$250,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$250,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for select OUSD high schools for fiscal year 2019-2020, pursuant to the terms and conditions thereof and to submit amendments thereto, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Agreement


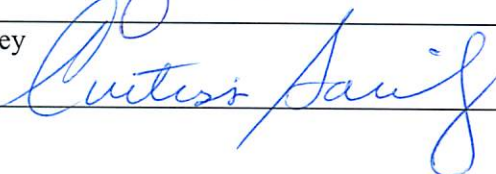
OUSD Grants Management Face Sheet

Title of Grant: College and Career Performance Program	Funding Cycle Dates: July 1, 2019 – June 30, 2022
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Terry Hill City of Oakland Oakland Fund for Children and Youth (OFCY) 150 Frank Ogawa Plaza, Suite 4212 Oakland, CA 94612 (510) 238-6380 thill@oaklandca.gov	Grant Amount for Full Funding Cycle: \$250,000.00
Funding Agency: City of Oakland Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4212 Oakland, CA 94612 (510) 238-6380	Grant Focus: To provide comprehensive academic support and case management services (tutoring, academic counseling, college advising, and coordination of services) into African American Male Achievement and Oakland Athletic League programs.
List all School(s) or Department(s) to be Served: Castlemont, Fremont, McClymonds, and Skyline High Schools.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant supports the leadership and engagement of student leaders via restorative practices. Students will learn RJ skills and practice them with their peers focusing on creating community in 9 th grade classrooms with the intention of lowering drop-out rates and increasing graduation rates.
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.)	3 rd party evaluation per OFCY, Data collection by academic coaches and case manager at sites and youth surveys
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, matching funds of no less than 25%
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.)	Yes
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	Yes

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Jerome Gourdine, Director African American Male Achievement Oakland Unified School District 1000 Broadway, Suite 398, Oakland, CA 94607 510-879-2938 jerome.gourdine@ousd.org
---	--

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Jerome Gourdine		
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarikey		

Grant Office Obtained Approval Signatures:

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

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL


City Attorney

2019 MAY 30 PM 5:21

RESOLUTION No. 87758 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED \$17,989,162 FOR FISCAL YEAR 2019-2020, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2020-2021 AND 2021-2022 PENDING COUNCIL APPROVAL; AND APPROPRIATE AND ALLOCATE THE INTEREST INCOME EARNED BY KIDS FIRST OAKLAND FUND FOR CHILDREN AND YOUTH IN THE AMOUNT OF \$276,800 FOR FISCAL YEAR 2019-2020

WHEREAS, the Kids First! Oakland Fund for Children and Youth (OFCY) was established by voter approved ballot Measure K in 1996 to set money aside for programs and services benefiting children and youth; and

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

WHEREAS, the Kids First! legislation (Oakland City Charter Article XIII, Section 1305.2) requires the POC to solicit funding applications from private non-profit and public agencies through an open and fair application process; and

WHEREAS, the appropriation for Fiscal Year (FY) 2019-2020 to the Kids First Oakland Fund for Children and Youth in the amount of \$18,734,832 is included in the Mayor's FY 2019-2021 Proposed Budget and available for OFCY contingent upon City Council adoption, and 90% of the appropriation in the amount of \$16,861,349 will be available for grants and is located in Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912) FY 2018-2019 OFCY Project (1004444); and

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

WHEREAS, the interest income earned by the Kids First (OFCY) from March 1, 2013 to March 30, 2019 is in the amount of \$276,800; and

WHEREAS, the City Council wishes to appropriate the interest income earned in the amount of \$276,800 to Kids First the Oakland Children’s Fund (1780) in Project (TBD), and to allocate \$249,120, or 90% of funds to the selected grants awards resulting from the OFCY 2018 Request for Proposals for direct services for children and youth in FY 2019-2020 and \$27,680 or 10% of the funds to the administration of OFCY in accordance with the Kids First! Charter Amendment; and

WHEREAS, prior year carryforward has resulted in an unspent project balance of \$1,749,099 in Fund (1780) Youth Services Organization (78251) FY2017-2018 OFCY Contract Project 1003645, and \$878,693 of these funds are available for allocation to FY 2019-2020 grants; and

WHEREAS, in October 2018, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 857400 C.M.S.) with priority areas: 1) Parent Engagement and Support, 2) Family Resource Centers, 3) Socioemotional Well-Being in Preschool and Early Childhood Education Settings, 4) Comprehensive Afterschool Programs, 5) Engagement and Success for Elementary and Middle School Students, 6) Summer Programming, 7) Youth Development and Leadership, 8) High School and Postsecondary Student Success, and 9) Career Awareness and Employment Support; and

WHEREAS, a Requests for Proposals based of the adopted OFCY Strategic Investment Plan 2019-2022 was released in December 2018; and

WHEREAS, in January 2019, OFCY received 259 proposals and responses from private non-profit and public entities to provide services for the OFCY grant cycle 2019-2022; and

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

WHEREAS, the POC considered social, racial, and economic equity in the distribution of funds in accordance with the Strategic Investment Plan; and

WHEREAS, the POC recommends the following 137 grant funding awards in the amounts specified below for FY 2019-2020, and as renewable with City Council approval and contingent upon funding availability for FY 2020-2021 and FY 2021-2022:

Agency Name	Program Name	FY2019-2020 Funding
Strategy #1 Socioemotional Well-Being in Preschool and Early Childhood Education Settings		\$999,999
Family Paths, Inc.	Early Childhood Mental Health Consultation Collaborative	\$400,000
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$400,000
Lincoln	Early Child Mental Health Consultation (ECMHC)	\$199,999
Strategy #2 Parent Engagement and Support		\$1,535,488
Alameda County Health Care Services Agency	Oakland WIC Father Cafes	\$125,000
City of Oakland Parks Recreation & Youth Development	Community Adventure Pre-K Playgroups (CAPP)	\$200,000
Family Paths, Inc.	Abriendo Puertas/ Opening Doors Parent Education	\$50,000
LifeLong Medical Care	Project Pride	\$84,091

Oakland Unified School District	Kindergarten Readiness-Summer PreK	\$139,087
Prescott-Joseph Center for Community Enhancement, Inc.	Fr. Charles D. Burns, SVD Pre-Pre-School Program	\$93,650
Refugee Transitions	Parent & Tot Initiative (PTI)	\$128,662
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$399,998
The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$315,000

Strategy #3 Family Resource Centers		\$1,236,906
Bananas, Inc	Healthy Havenscourt Early Care & Kinder Readiness Hub	\$320,263
Children's Home Society of California	Oakland Family Resource Center	\$100,000
East Bay Agency for Children	Central Family Resource Center	\$122,435
East Bay Agency for Children	Hawthorne Family Resource Center	\$197,420
Lincoln	New Highland Academy and Rise Community School	\$96,791
Lotus Bloom	Multicultural Family Resource Centers	\$399,998

Strategy #4 Comprehensive Afterschool Programs		\$5,653,054
After-School All-Stars	Oakland Unity Middle	\$99,947
Bay Area Community Resources	Brookfield Elementary	\$85,000
Bay Area Community Resources	Community United Elementary	\$85,000
Bay Area Community Resources	Elmhurst Community Prep	\$110,000
Bay Area Community Resources	Emerson Elementary	\$85,000
Bay Area Community Resources	Esperanza Elementary	\$85,000
Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$85,000
Bay Area Community Resources	Fruitvale Elementary	\$85,000
Bay Area Community Resources	Futures Elementary	\$95,000
Bay Area Community Resources	Global Family	\$95,000
Bay Area Community Resources	Grass Valley Elementary	\$95,000
Bay Area Community Resources	Greenleaf Elementary	\$110,000
Bay Area Community Resources	Hoover Elementary	\$95,000
Bay Area Community Resources	Howard Elementary	\$85,000
Bay Area Community Resources	LIFE Academy	\$110,000
Bay Area Community Resources	Madison Park Academy 6-12	\$110,000
Bay Area Community Resources	Madison Park Academy TK-5	\$85,000
Bay Area Community Resources	Markham Elementary	\$95,000
Bay Area Community Resources	Martin Luther King, Jr. Elementary	\$95,000
Bay Area Community Resources	Prescott	\$85,000
Bay Area Community Resources	Sankofa Academy	\$95,000
Bay Area Community Resources	Vincent Academy	\$85,000
Citizen Schools, Inc.	Westlake Middle	\$100,000
East Bay Agency for Children	Achieve Academy	\$85,000
East Bay Agency for Children	Rise Community School	\$85,000
East Bay Asian Youth Center	Bella Vista Elementary School	\$85,000
East Bay Asian Youth Center	Edna Brewer Middle School	\$110,000
East Bay Asian Youth Center	Epic Charter	\$100,000

East Bay Asian Youth Center	Franklin Elementary School	\$95,000
East Bay Asian Youth Center	Frick Middle School	\$100,000
East Bay Asian Youth Center	Garfield Elementary School	\$95,000
East Bay Asian Youth Center	Lazear Charter Academy	\$99,999
East Bay Asian Youth Center	Lincoln Elementary School	\$95,000
East Bay Asian Youth Center	Manzanita Community School	\$85,000

East Bay Asian Youth Center	Manzanita SEED	\$95,000
East Bay Asian Youth Center	Roosevelt Middle School	\$110,000
East Bay Asian Youth Center	Urban Promise Academy	\$100,000
Girls Incorporated of Alameda County	Acorn Woodland Elementary	\$95,000
Girls Incorporated of Alameda County	Allendale Elementary School	\$95,000
Girls Incorporated of Alameda County	Bridges Academy	\$95,000
Girls Incorporated of Alameda County	Horace Mann Elementary	\$95,000
Girls Incorporated of Alameda County	La Escuelita Elementary	\$110,000
Higher Ground Neighborhood Development Corp.	East Oakland Pride Elementary	\$85,000
Higher Ground Neighborhood Development Corp.	New Highland Academy	\$85,000
Higher Ground Neighborhood Development Corp.	Parker Elementary	\$92,000
Lighthouse Community Public Schools	Lighthouse Community Charter School	\$110,000
Oakland Leaf Foundation	ASCEND	\$110,000
Oakland Leaf Foundation	Bret Harte Middle School	\$100,000
Oakland Leaf Foundation	EnCompass Academy	\$85,000
Oakland Leaf Foundation	International Community School	\$85,000
Oakland Leaf Foundation	Learning Without Limits	\$95,000
Oakland Leaf Foundation	Think College Now	\$85,000
Safe Passages	Coliseum College Prep Academy	\$110,000
Safe Passages	Laurel Elementary	\$95,000
Safe Passages	United for Success Academy	\$110,000
Ujimaa Foundation	Burckhalter Elementary	\$81,000
Ujimaa Foundation	Carl B. Munck Elementary	\$85,000
Young Men's Christian Association of The East Bay	Piedmont Avenue Elementary School	\$85,000
Young Men's Christian Association of The East Bay	REACH Academy	\$83,934
Young Men's Christian Association of The East Bay	West Oakland Middle School	\$86,174

Strategy #5 Engagement and Success for Elementary and Middle School Students		\$596,448
Chapter 510 Ink	Writing to Readiness	\$35,000
Destiny Arts Center	Arts in Oakland Schools	\$165,255
Lincoln	West Oakland Initiative (WOI)	\$200,000
Safe Passages	Elev8 Youth	\$97,293
S.P.A.A.T. (Student Program For Academic And Athletic Transitioning)	Athletes CODE (TAC) MS Engagement	\$98,900

Strategy #6 Summer Programming		\$75,000
East Bay Consortium of Educational Institutions	Pre-Collegiate Academy	\$75,000

Strategy #7 Youth Development and Leadership		\$4,319,402
Alameda County Health Care Services Agency	ACCASA Mentors for Oakland Youth in Foster Care	\$100,000
American Indian Child Resource Center	Culture Keepers	\$75,740
Asian Pacific Environmental Network	AYPAL: Youth Development and Leadership	\$85,000
Attitudinal Healing Connection, Inc.	West Oakland Legacy Project	\$209,190
Bay Area Outreach & Recreation Program, Inc.	Sports & Recreation for Youth with Disabilities	\$62,000
Bay Area SCORES	Oakland SCORES	\$194,497
Brothers on the Rise	Brothers, UNITE!	\$110,036
Communities United for Restorative Youth Justice	CURYJ Leadership Development	\$75,000
Community Works West, Inc.	Project WHAT!	\$100,000
Covenant House California	DreamCatcher Youth Program	\$51,575
Dimensions Dance Theater, Incorporated	Rites of Passage	\$75,000
East Bay Asian Local Development Corporation	Lion's Pride	\$200,000
East Oakland Youth Development Center	K-8 Year-Round Youth Development	\$200,000
EastSide Arts Alliance, Inc.	Youth Community Culture Builders	\$196,000
First Place for Youth	Young Adult Leadership Program (YALP)	\$200,000
Fresh Lifelines for Youth, Inc.	FLY Mentoring and Leadership Services	\$95,500
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$174,588
Health Initiatives for Youth, Inc.	Leadership in Diversity	\$59,255
La Clínica de La Raza, Inc.	Youth Brigade	\$172,041
Motivating, Inspiring, Supporting and Serving Sexually Exploited Youth, Inc.	STAR Leadership Collaborative	\$68,355
Music is eXtraordinary, Inc	Explorations in Music	\$100,000
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$200,000
Oakland Kids First	REAL HARD- Youth Leadership Program	\$100,000
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$100,000
Oakland LGBTQ Community Center	LGBTQ Youth Development Program	\$100,000
Project Avary, Inc.	Leadership Program for Children with Incarcerated Parents	\$172,553
Refugee Transitions	Newcomer Community Engagement Program (NCEP)	\$168,182
Safe Passages	Get Active	\$181,591

Spanish Speaking Unity Council of Alameda County, Inc.	The Latinx Mentoring & Achievement (LMA)	\$200,000
The Bay Area Girls' Rock Camp	Girls Rock Summer Camp & After School Program	\$93,300
The East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$100,000
The Hidden Genius Project, Inc.	Oakland Programming Series	\$200,000
Youth Together, Inc.	Youth Leadership Development Program	\$100,000

Strategy #8 High School and Postsecondary Student Success		\$1,294,018
Catholic Charities of the Diocese of Oakland	Experience Hope	\$200,000
Centro Legal de la Raza, Inc.	Youth Law Academy (YLA)	\$200,000
College Track	Empowering Oakland Students To and Through College	\$200,000
Oakland Kids First	Knight Success: College Ready, Career Ready and Community Ready	\$100,000
Oakland Unified School District	African American Male Achievement: College and Career Performance Program	\$250,000
Oakland Unified School District	Oakland International HS: Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative	\$85,000
Oakland Unified School District	Student Engagement in Restorative Justice	\$199,018
The Mentoring Center	EMERGE	\$60,000

Strategy #9 Career Awareness and Employment Support		\$2,278,847
Alameda County Health Care Services Agency	AC Health Care Services Agency - Career Exploration Program	\$200,000
Alameda Health System	Oakland Health Careers Collaborative	\$360,225
Biotech Partners	Biotech Academy at Oakland Technical High School	\$151,931
Center for Young Women's Development	Sisters on The Rise	\$162,110
Civicorps	Civicorps Academic and Professional Pathway	\$199,278
East Bay Asian Local Development Corporation	Havenscourt Youth Jobs Initiative	\$135,000
Oakland Unified School District	Exploring College and Career Options (ECCO)	\$200,000
Lao Family Community Development, Inc.	Oakland Youth Industries Exploration (YIE) Program	\$200,000
Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$116,700
New Door Ventures	Employment Program for Oakland Opportunity Youth 16-21	\$199,102
The Youth Employment Partnership, Inc.	Level Up - Options for Real Careers	\$200,000
Youth Radio	Digital Media Pathways	\$154,500

TOTAL FY 2019-2020 FUNDING: \$17,989,162

; now, therefore, be it

RESOLVED: That these agreements are not professional service contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to public and nonprofit program providers that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

FURTHER RESOLVED: That the City Council hereby appropriates \$276,800 in interest earned and approves the allocation of \$27,680 for administration and \$243,405 for grants for direct services to children and youth to Kids First Oakland Children's Fund 1780, Org. 78251 Project TBD; and be it

FURTHER RESOLVED: That the City Council approves the allocation of unspent monies from the prior year carryforward in the amount of \$884,408 from Kids First! Oakland Children's Fund (Fund 1780) Youth Services Organization (78251), OFCY FY 2017-2018 (1003645) for OFCY grants for FY 2019-2020; and be it

FURTHER RESOLVED: That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed \$17,989,162 for FY 2019-2020 contingent upon the adoption of the Mayor's FY 2019-21 proposed budget, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

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

JUN 18 2019

IN COUNCIL, OAKLAND, CALIFORNIA, _____

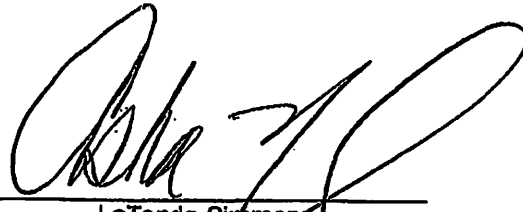
PASSED BY THE FOLLOWING VOTE:

AYES – FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO and PRESIDENT KAPLAN - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

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

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

Whereas, pursuant to City of Oakland Resolution No 87753 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 TWO HUNDRED

FIFTY THOUSAND DOLLARS (\$250,000.00) (“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 \$50,000.00 (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 15th 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

Christopher Chatmon
OUSD
1000 Broadway, Suite 300
Oakland, CA 94612

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**

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

(City Administrator's Office) (Date)

(Signature) (Date)

Title: _____

(Department Head Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

Resolution Number

(City Attorney's Office Signature) (Date)

Accounting Number

Aimee Eng

Aimee Eng
President, Board of Education 8/15/19

Kyla Johnson Trammell

Kyla Johnson Trammell
Secretary, Board of Education 8/15/19

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

AGENCY INFORMATION

African American Male Achievement

Agency Name

African American Male Achievement

Agency Details

Street Address

1000 Broadway, Suite 300

City

Oakland

State

Ca

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

510-879-1206

Year Founded

2010

Tax ID#

432014630

Agency Website

https://
www.ousd.org/
Domain/78

Agency mission statement

AAMA's mission is to dramatically improve academic and ultimately life outcomes for African American male students in Oakland.

FINANCIAL

Current Fiscal Year Agency Budget

2110950.00

of Full and Part

Time Staff

20

FTEs: Program

12

FTEs: Development/ Fundraising

0

FTEs: Admin/ Finance

0

Key Agency Staff

Executive Director

First Name

Christopher

Last Name

Chatmon

Email

Christopher.Chatmon@ousd.org

Phone

510-879-1206

Chief Financial Officer/ Financial Director

First Name

David

Last Name

Korsak

Email

david@oaklandfund.org

Phone

510-221-6968

FISCAL SPONSOR INFORMATION

Fiscal Sponsor Name		Phone
Oakland Public Education Fund		510-221-6968
Street Address		
520 3rd Street, Suite 109		
City	State	ZIP Code
Oakland	CA	94607
Fiscal Sponsor Executive Director		
First Name		Last Name
Joel		Mackey
Email		Phone
joel@oaklandedfund.org		510-221-6968

UPLOADS

501c3 IRS letter

File

[OPEF IRS Determination Letter Sept2014.pdf](#)

Oakland Ed Fund (AAMA) IRS letter

Fiscal Audits

File

[2016-17 Audited Financials \(PUBLIC\) \(1\).pdf](#)

Oakland Ed Fund (AAMA) Fiscal Audit

Fiscal Sponsorship Agreement (if applicable)

File

[AAMA OPEF OFCY fiscal letter agreement.pdf](#)

IRS Form 990

File

[FY2017 Ed Fund 990 \(Public Document\) \(1\).pdf](#)

Oakland Ed Fund (AAMA) 990

Organizational Budget

File

[OPEF AAMA org budgets OFCY 1819.pdf](#)

Organizational budgets for both the Oakland Ed Fund (core activities) and AAMA (1819)

Board Roster

File

[OPEF 1819 Board Roster \(1\).pdf](#)

Oakland Ed Fund (AAMA) Board

PROPOSAL INFORMATION

African American Male Achievement - College and Career Performance Program

Program Name

College and Career Performance Program

Type of Applicant

Small & Emerging Single Agency Collaborative

Collaborative Partners

African American Male Achievement, Up2Us Sports, Student Program for Academic & Athletic Transitioning (SPAAT)

OFCY Funding Strategy

High School and Postsecondary Student Success

Proposal Contact

First Name

Christopher

Last Name

Chatmon

Title

Deputy Chief of Equity

Phone

510-879-1206

Email

christopher.chatmon@ousd.org

NARRATIVE

African American Male Achievement - College and Career Performance Program

Program Summary

The summary should describe the program in terms of the number served, who will be served (age and other identifying characteristics), with which services, when, where, and for what purpose or outcome. This Program Summary will be used to describe the proposed program throughout the review process.

As a collaborative partnership we provide academic, enrichment and college-readiness support services for 400 African American and Latino/x students across four OUSD high schools. Each sports season we will serve 30-60 students who participate on school's competitive sports teams. To complement athletic team activities, our evidenced-based program provides culturally responsive academic care management, transcript review, course planning, study strategies, study hall tutors, mentorships, mindfulness, life skills, college application and enrollment, career exploration and internships.

Agency History and Capacity

Describe your agency's experience providing the services proposed in your application. Include information on years of service in the community being served and any partnerships or collaboration with other organizations or systems of care.

African American Male Achievement (AAMA) was established in 2010 to implement systemic and programmatic prevention and intervention strategies that improve and transform the academic achievement, attendance, discipline, graduation and college-going rates for African-American males (AAM) in Oakland Unified School District (OUSD).

Between external and internal collaborations with district partners, we have started transforming the way educators engage, encourage and empower AAM students. Through partnerships over the past five to nine years with SPAAT, East Bay College Fund, UC Berkeley EAOP and Oakland Promise we have been able to remain at the forefront of increasing academic achievement, attendance, graduation and college-going rates for African American males (AAMs).

Our suite of student-centered school-based services include: academic care management, Manhood Development courses, culturally responsive curriculum, group mentorship, life-skills lessons, student leadership council, ManUp conferences, college-readiness, student advocacy, and teacher and administrator professional development. By positioning our offerings at all three levels (district, school and classroom) we have been able to treat the water and the fish by engaging, encouraging and empowering educators, students and families with asset-based solution-oriented systemic and programmatic preventions and interventions programs at over 20 schools. We have built a national exportable model that is impacting others

Describe the staffing plan for your proposed program. Identify the person who will have primary responsibility for managing the program and discuss their experience managing similar projects. Provide information on how many people will be directly working on the project and their qualifications to work effectively with your target population.

SPAAT Executive Director, Harold Person will use his fifteen plus years of experience and knowledge directing student-centered comprehensive academic and athletic programs for teams and student-athletes across OUSD as the program director. He will implement, operate, direct and oversee six program staff in collaboration with Chris Chatmon and the

goals of AAMA. Pearson, who served as the Assistant Commissioner for the Oakland Athletic League from 2015-18, was instrumental in implementing secondary school sports league with more than 5000 participants.

Oakland native Tiago Robinson, who has been working with AAMA since 2012, is our Academic Care Manager. He has over 16 years in Education, four years as a classroom teacher before moving to counseling and administrative roles. Robinson received his Associates Degree in Art from San Francisco City College, his B.S. in Recreation Therapy, followed by an M.A. in Student Services and Counseling from CSU, East Bay.

Brian McGhee, a UC Berkeley grad and college student-athlete, who has been an AAMA high school lead staff for the past five years will be Program Manager, to oversee program operations at four high schools: McClymonds, Oakland Tech, Fremont and Skyline. He has been in education, youth development and sports over the past 20 years working with students primarily in West Oakland. He will manage the academic coach coordinator, four Coaches and be the school-based point person.

Our College and Career Specialist will be trained through UC Berkeley EAOP college-readiness forum. They will equip students with college-ready tools to be eligible for UC/CSU enrollment. A half-time Academic Coach Coordinator will support our part-time trained Up2Us Sports Coaches in facilitating group workshops around study-skills, A-G course planning, and recruiting tutors. The Coordinator will schedule team tutoring session, maintain attendance, submit program site reports and coordinate volunteer tutors and mentors.

Program Design

Describe the program and proposed services. Provide information on the program design, type of services, average length of participation, location of services, and how services will be delivered.

The College and Career Performance Program (CCPP) provides a wealth of support services to help students create a vision for themselves as it relates to: maintaining high academic achievement, preparing for college entry exams, graduating high school college and career ready, developing their talents, understanding the college admissions and athletic recruiting process, managing college coaching visits, creating opportunities to play college sports, and succeeding academically and socially in college.

The CCPP will be integrated with the organized sports teams at McClymonds, Oakland Tech, Castlemont and Skyline each season to align program offerings and schedules. Students will receive academic care management, study hall, student advocacy, college and career advising, standardized test prep, life skills workshops, culturally responsive trained coaches, and exposure to career professionals. Each student will participate in 3-6 hours of mandatory study hall and 30-60 minutes of life skills curriculum each week. Hours and times are based on the sports season schedule.

The Academic Care Manager will provide quarterly transcript reviews and convene group and one-to-one monthly meetings with struggling students at the bottom quartile. The College and Career Advisor will meet with all students in groups or one-to-one, at least one hour a month. Students below a 2.3 GPA, who need more academic support will be required to participate in more hours of tutorial each week, plus meet with their Care Manager 15-30 minutes weekly. The care manager and students will jointly craft and maintain a Student Success Plan (SSP), which clearly lists student expectations and growth outcomes. Teachers, coaches, parents and students will also be required to complete qualitative student surveys for the SSP.

The comprehensive CCPP support services includes:

Academic Care Management: transcript review, maintain student case files, develop Student Success Plan, collect survey data from teachers, coaches, parents and students, develop course sequence plan. Case management will be in group and one-to-one sessions.

Life Skills Development: social/emotional learning, character development, goal-setting, time management, communication skills, team-building, community outreach, social media and mentorships. Life skills education will be embedded in weekly workshops utilizing evidenced-based curriculum from Empower U. Network. The Life skills workshop component will be taught in team group sessions..

College & Career Advising: A-G course planning, college application assistance, SAT/ACT test prep, detailed college eligibility calendars, requirements for scholarships, assistance with financial aid applications, coordination of college campus visits, career exploration trips and job shadowing. College and career advising is provided in group workshops, one-on-one settings, parent workshops and job shadowing (i.e. at Oakland Athletics facilities).

Academic Team Coordination: Through a partnership with Up2Us Sports (U2US) we will provide trained academic/sports coaches who facilitate study hall and support sports practices. Student transcript review, mandatory study hall, identification and coordination of academic partnership with teachers, school counselors, and athletic staff. Each season our trained Up2Us coordinators will schedule the study hall and life skills workshops to complement the individual team weekly practices.

Recognition and Scholarship: SPAAT has produced an annual event to honor student-athletes who are excelling in the classroom and on the field of play. On June 2, 2019, SPAAT will present the Oakland ESPY Awards, to honor and provide over \$30,000 in scholarships to the 2018-19 OAL All-Academic Team, the male and female Student-Athlete of The Year and the OAL Coach of the Year. This event is always an inspirational and memorable occasion for over 300 guests: OUSD leaders, coaches, sponsors, student-athletes and family members.

What schools will you work with, and how will you engage with the school leadership at those sites?

Due to decades of serving students in OUSD we have developed relationships with many teachers, coaches, administrators and after-school program agencies, so we will be able to recruit and retain students, even those on the margins. By partnering with sports teams we have a built-in recruitment and retention system as these students are dedicated to participate on sports teams and adhere to all requirements. Our collaboration with SPAAT and Up2Us Sports provides us leverage to expand our offerings and serve more students across OUSD.

The CCPP services are site-based after-school program components at Castlemont, Skyline, Oakland Tech, and McClymonds High Schools. AAMA has cultivated relationships with administrators, teachers, parents and students at these high school through our established Manhood Development Program (MDP). Our staff readily collaborates and partners with principals, teachers, counselors, athletic coaches and community members to ensure services are seamlessly being provided to the most vulnerable students. Our leadership staff will participate in all school-day and after-school collaborative meetings to keep an open line of communication for coordination.

With AAMA as current school-day service providers at these schools, it is natural for us to provide continuity of care for our students in an after-school program setting. Our program director will continually build relationships with the school administrators while our program manager will coordinate with coaches, after-school program coordinators and our direct service staff to create and implement complementary program schedules and resources. We will continue to build relations and share information and outcomes with school administrators, teachers, coaches and parents so that we can clearly communicate student needs, results and program benefits. Our quarterly newsletters and annual reports are other mediums of communication to highlight student and program events, stories and success

Identify the population that will be served in your program. How do you plan to recruit, engage, and retain children and youth in your services to reach your program's goals? How do you keep youth engaged in programming?

"Students don't care what you know, until they know that you care." Our target program population are African American and Latino/x high school students who compete in inter-league (OAL) school sports teams. This program will provide comprehensive wrap-around services for 250-300 student-athletes across four high school after-school programs each season (Fall, Winter, Spring).

One of the benefits of engaging student-athletes to participate in our program model, is that many of them are already self-motivated to participate in sports. Some student-athletes, especially male students of color, even see sports as their way out of poverty. Competitive sports teams become their main, and often only, connection to school, besides friends. Sports is the motivating force that keeps them engaged in school, and saves them from dropping out. Since students need to maintain a minimum GPA to participate in extracurricular activities like sports, we have built in alignment to serve struggling student-athletes. For the opportunity to play sports students will ensure their academic performance is adequate to participate, especially when they have a support system.

Through our relationships with the school athletic departments, CCPP will be fully integrate our wrap-around services into the sports teams offerings. We expect students to initially be more resistant to the academic and college-readiness components, since in comparison they are not as fun and engaging as sports activities.

Who are the other partners that will support the program? Does the proposed program include subcontractors or consultants, and if so, what will they provide for the program, and what are their qualifications? What are the other partners not included in the program budget that are critical to the success of your program, and how do you propose to work with them on the proposed program?

AAMA is one of three critical collaborative partners. While AAMA is the lead agency, the other partners, SPAAT and Up2Us, will be subcontractors. SPAAT is a major partner, who has been collaborating and serving OUSD students for over 15 years. AAMA and SPAAT have formally joined forces to provide services in ManUp conferences. We have also been informally collaborating for years, both serving similar student populations of struggling AAM students.

This work will build off CCPP pilot collaborative, between OUSD, AAMA and SPAAT, that has transformed the entire culture of McClymonds athletic department into a college-going environment. We have an evidenced-based model that improves academic achievement and develops college-ready student-athletes. CML Learning Solutions and

Empower U. Network will be subcontracted to deliver standardized test prep services and life-skills curriculum and professional development.

U2US, another collaborative partner, is a nationwide leader in sports-based youth development. They harnesses the power of sports to reduce youth violence, promote health, and inspire academic success for kids in every community. They have trained sports coaches who act as positive role models and mentors to 445,000 youth living in under resourced communities across the U.S. To date U2US Coaches have provided 2390 coach-mentors trained in sports-based youth development to more than 500 community organizations.

Outcomes and Impact

Describe how your program will measure its impact and achievement of outcomes.

What are the performance targets that will be met?

In CCPP we measure impact through quantitative and qualitative data. We will collect the quantitative student data of school and program attendance, grades, discipline rates, A-G course completion, graduation and college enrollment. We will aggregate and compare our qualitative data to their student-counterparts in each ethnicity. We will show a higher annual average and aggregate rates of data for our program students. Our goal over the next three years is to generate a more significant number of students that graduate college-ready compared to their OUSD student peers. We will administer quarterly surveys that record students' behaviors and habits from different stakeholder perspectives (students, parents, teachers and coaches).

Outcomes (Short and Long Term)

Provide overall support to a minimum of 300 high school students annually.

Increase students Grade Point Averages (GPA).

Increase awareness and preparation for high school success.

Increase number of students who are college-ready.

Decrease in suspension rates vs. the school-wide rate.

Decrease in chronic absenteeism vs. the school-wide rate.

Increase college and career knowledge and awareness.

Increase the number of the high school students entering post-secondary institutions.

Increase the percentage of students who are on track to graduate.

Increase high school graduation rates vs. the school-wide rate.

Increase the percentage of students who graduate college ready (UC/CSU eligible) vs. the school-wide rate.

What are the needs that your program is designed to address? How will children and youth specifically benefit from your program? What are the short-term outcomes, and what are the long-term impacts?

In 2014, a mere 61% of all students in OUSD were UC/CSU eligible, including only 33% of all AAM students. OUSD's high school students face a number of obstacles in attending college: a lack of positive role models in their community and school; lack of information regarding the college application process; limited access to college preparatory programs; low academic expectations from teachers; and inadequate preparation due to poor resources.

The CCPP goals are to prepare underserved students, to be competitive both academically and athletically in their college application process. AAMs are continuously marginalized, underserved and even abandoned. They rank lowest in the data that leads to success:

school attendance, academic achievement, graduation and college-readiness compared to their counterparts. Yet they rank highest in suspension and incarceration rates.

In the Oakland public schools more than 5,100 students participate in middle and high school sports, 80% of these athletes are students of color, and 75% of the students qualify for free and reduced lunch (the indicator for low-income families). More than 11% of athletes are English Language Learners. Students in OUSD are too often plagued by the challenges of the vulnerable communities where they live including poverty, violence, complex trauma, lack of health resources, and undereducated parents.

There is a common misperception that student-athletes get more support services since they participate in a organized athletics. Although they are often positioned to play collegiate sports, many times they are not academically competitive. As a result, their lack of fundamental academics and college-readiness skills prevent them from taking advantage of post-secondary opportunities, even athletic scholarships.

We focus on student-athletes to instill within them the discipline, successful habits, and benefits of a balanced life. Some short-term program benefits are: academic support, study-skills strategies, academic course planning, standardized tests strategies, college admissions and recruitment knowledge, improved life-skills, and feeling safer and more connected to school.

Some long-term benefits are: improved social/emotional skills, greater self-awareness and self-discipline, increased connection and intention with school, awareness of A-G course sequencing, enrollment in high school AP classes, graduate UC/CSU eligible, access to scholarships, college enrollment, earn college degrees.

List your program's annual outcomes and performance for the past three years. Explain any fluctuations in outcome and performance year-to-year.

AAMA has shown groundbreaking results for AAM students: increasing attendance rates, academic achievement, and graduation rates higher for our students compared to AAM students across OUSD. We have also seen reductions in suspensions and incarceration for AAMA students compared to others.

Three years ago we piloted the CCPP program serving student-athletes at McClymonds High, consequently they have the highest cohort graduation rates for AAMs in Oakland. Our CCPP wrap-around support services have been instrumental in transforming McClymonds into a college-going environment, especially targeting African-American student-athletes.

District-wide, only 51% of students graduate college ready (completing a-g requirements), 20% dropout of high school altogether. These rates are even more dismal for African American and Latino students. As a result of the CCPP, over the past three years, 84% of participating seniors have graduated college-ready (completed A-G courses). Furthermore, an unprecedented 100% are graduating high school on time, and 97% of these graduates have enrolled in college.

Here's student response data for how they feel about their participation in CCPP:

90% of students feel they do more class work

82% of students feel they want to come to school more

79% of students feel they have improved their grades

100% of students feel they learned skills I will need in the future

79% of students feel connected to an adult at school

93% of students feel they get into less

Required Resources and Budget Requests

What are the total proposed annual program expenses for the 2019-2020 fiscal year? What were the total program expenses in the most recently completed calendar or fiscal year? What is changing?

We project direct program costs of \$557K plus an additional \$52K of indirect costs for annual expenses of \$609K a year (2019-20 program operations) for the next three years. The costs will cover after-school program services across four schools, and serving between 220-260 high school students. Currently as a pilot program we had annual costs of \$52K to serve 40 students at McClymonds and Westlake Middle School. The current annual budget is 2 hours of programming 2 days a week for 30-50 students.

In the CCPP program expansion to 220-260 students across 4 high school for 5-8 hours a week depending on the sports season. Our academic prevention and intervention models integrates with the site-based after-school programs. We are requesting \$86K from OFCY funds to support each school-based program, total program cost are \$139K per site, including the over 50-percent match.

Describe the proposed program expenses and explain how funds requested are reasonable to support the proposed numbers of children to be served, hours of service to be provided, and overall program design.

Harold Pearson will train, direct and oversee program management and coordinators for the after-school and Saturday components. He has been the lynch pin in seamlessly integrating the academic and college-readiness support services with the McClymonds high athletic program. Now we are looking to expand the successful model to 3 other high school and extend services from 40 student to 240. We will provide the equivalent of four FTE position to implement the academics, athletics, college-readiness, and career exploration integrated with the after-school programming.

To maintain continuity at the four site-based programs we are hiring trained Up2Us coaches to coach sports teams throughout the week and direct the study hall sessions after-school. We will also hire a full-time College and Career advisor to provide group and one-on-one trainings, transcript evaluations/monitoring, and course planning, as well as, workshops and off-site events that teaches students' the pathways to post-secondary education and career development.

Serving an average of 240 students for an average of 6 program hours a week will have total direct expenses of \$10.75/hr./student. We are requesting that the OFCY portion to cover \$6.65/hr./student. During the pilot years we offered 4 hours a services per week which costs \$9/hr./student. Through our expansion request we have increased program hours by 30% adding life skills workshops and provide more intensive care management.

Provide information on the other sources of revenue supporting the program. Include the name of the funding entity, amount of funds, duration of funds, and whether the funds have been received, are committed, are pending, or will be planned to be requested.

To support the CCPP program at 4 OUSD high schools we will receive matching funds from the other collaborative partners, including:

Clorox Foundation: \$15,000

Oakland Unified School District Central Office: \$50,000

Koret Foundation: \$25,000

City of Oakland Department of Violence Prevention Grant: \$40,000

Community Development Block Grant: \$30,000

Oakland Athletic Foundation: \$30,000

Provide a Letter of Agreement or Memorandum of Understanding for any organizations or individuals listed in the Subcontracts section of the Budget.

File

[AAMA Collab CCPP - LOA 2019-22 signed \(1\).pdf](#)

File

[Skyline HS LOA.pdf](#)

File

[UpMetrics LOA.pdf](#)

File

[Empower U.pdf](#)

File

[McClymonds LOA 2019.pdf](#)

File

[Castlemont LOA 2018-19.pdf](#)

File

[Letter of Support for College and Career Performance Initiative K. Trammell.pdf](#)

DEMOGRAPHICS AND OPERATIONS

African American Male Achievement - College and Career Performance Program

YOUTH

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

400

Youth Participants' Race / Ethnicity # to be Served % to be Served

American Indian and Alaska Native 0 0.00%

Asian 10 2.50%

Black or African American 237 59.25%

Hispanic or Latino 118 29.50%

Middle East/North Africa 0 0.00%

**Native Hawaiian and Other Pacific
Islander 10 2.50%**

Some Other Race 0 0.00%

Two or More Races 15 3.75%

White 10 2.50%

Total 400

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 200 50.00%

16-21 years 200 50.00%

Total 400

Youth Participants' Residence # to be Served % to be Served

Find District

District 1 55 13.75%

District 2 10 2.50%

District 3 130 32.50%

District 4 15 3.75%

District 5 25 6.25%

District 6 100 25.00%

District 7 65 16.25%

Total 400

Youth Participants' Gender Identity # to be Served % to be Served

Female 140 35.00%

Male 260 65.00%

Non-binary 0 0.00%

Total 400

Dosage per Youth # to be Served % to be Served

1 to 10 hours 30 7.50%

11 to 20 hours 120 30.00%

21 to 40 hours 180 45.00%

41 to 80 hours	65 16.25%
81 to 120 hours	5 1.25%
121+ hours	0 0.00%
Total	400

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)

37

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.

Day	Service Provided	Start Time	End Time
Sunday	<input type="checkbox"/>		
Monday	<input checked="" type="checkbox"/>	03:00 pm	06:00 pm
Tuesday	<input checked="" type="checkbox"/>	03:00 pm	06:00 pm
Wednesday	<input checked="" type="checkbox"/>	03:00 pm	06:00 pm
Thursday	<input checked="" type="checkbox"/>	03:00 pm	06:00 pm
Friday	<input type="checkbox"/>		
Saturday	<input type="checkbox"/>		

ACTIVITY PROJECTIONS

African American Male Achievement - College and Career Performance Program

Select the types you will use

- Group Activities
- Individual Activities

Group Activities

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session (hours)	Average Session Participant Hours (12 month)	Service Hours
Academic Study Lab	Academics	48	95	94	70	307	2.00	18.00	11052

Service Description

We will provide trained academic/sports coaches who facilitate study hall and support sports practices.

Individual Activities

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session (hours)	Average Session Participant Hours (12 month)	Service Hours
One on One College & Career assessments	College and Career	100	100	150	150	500	0.50	1	250

Readiness

Service Description

One on One College & Career assessments are individual case management sessions where our coaches and advisors meet with students to identify goals, update progress and map goals for the future with the College Playbook.

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session (hours)	Average Session Hours (12 months)	Service Hours
Sports Practice and Physical Fitness	Sports and Recreation	48	100	95	75	318	1.50	1	477

Service Description

Sports practice and physical fitness sessions for volleyball, tennis, football, track and field, baseball, basketball, soccer, wrestling, softball, cheer or dance.

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session (hours)	Average Session Hours (12 months)	Service Hours
Drop In	Supportive Services	30	30	30	30	120	0.50	1	60

Service Description
 Drop in advising, academic support and case management for all students and geared specifically for the most low performing.
Sum of service hours in all activities 11839

Service Locations
Service Location 1

<u>Find District</u>			
Location Name			
Oakland Technical High School			
Street Address	City	ZIP Code	
4351 Broadway	Oakland	94611	
Oakland City Council District		Type of Site	
		1 OUSD High	

Service Location 2

<u>Find District</u>			
Location Name			
McClymonds High School			
Street Address	City	ZIP Code	
2607 Myrtle Street	Oakland	94607	
Oakland City Council District		Type of Site	
3		OUUSD High	

Service Location 3

<u>Find District</u>			
Location Name			
Skyline High School			

Street Address
12250 Skyline Blvd
City
Oakland
ZIP Code
94619
Oakland City Council District
6
Type of Site
OUSD High

Service Location 4

[Find District](#)

Location Name
Castlemont High School
Street Address
8601 MacArthur Blvd
City
Oakland
ZIP Code
94605
Oakland City Council District
6
Type of Site
OUSD High

BUDGET

African American Male Achievement - College and Career Performance Program

PERSONNEL

Lead Agency Position	First Name	Last Name	Total Annual Salary/Wages	% Time	Total Project Budget	OFCY Funds Requested	Projected Match
Care Manager	Tiago	Robinson	88000.00	100.00%	88000.00	88000.00	\$0.00

Budget Justification and Calculation

Care manager provides direct service support to groups and individuals.

Program Manager	Michael	Peters	44000.00	100.00%	44000.00	44000.00	\$0.00
-----------------	---------	--------	----------	---------	----------	----------	--------

Budget Justification and Calculation

Responsible for managing program staff, program development, implementation, evaluation. Academic Program Implementation and Coordination of academic & athletic curriculum.

College Advisor, Athletics	Janelle	Williams	35000.00	128.57%	45000.00	35000.00	\$10,000.00
----------------------------	---------	----------	----------	---------	----------	----------	-------------

Budget Justification and Calculation

Responsible for activities, events, visits that increase college and career awareness. Specifically, ensuring students of color and their parents are educated about high school graduation, a-g requirements and college options in sports and beyond.

Academic Coach Coordinator	Dunia	Wilder	18750.00	300.00%	56250.00	18750.00	\$37,500.00
----------------------------	-------	--------	----------	---------	----------	----------	-------------

Budget Justification and Calculation

Responsible for supporting academic coaches in implementing study labs, tutoring sessions and other academic based interventions.

FRINGE				Fringe Rate 40.00%	93300.00	74300.00	\$19,000.00
---------------	--	--	--	---------------------------	-----------------	-----------------	--------------------

Budget Justification and Calculation

OUSD Benefits rate is 40%.

PERSONNEL TOTAL					\$326,550.00	\$260,050.00	\$66,500.00
------------------------	--	--	--	--	---------------------	---------------------	--------------------

OTHER DIRECT COSTS

Description
 Equipment/Furniture
Budget Justification and Calculation
 N/A

Total Project Budget	OFCY Funds Requested	Projected Match
0.00	0.00	0.00

Description
 Facility Rental
Budget Justification and Calculation
 Custodial

Total Project Budget	OFCY Funds Requested	Projected Match
79200.00	1000.00	78,200.00

Description
 Food
Budget Justification and Calculation
 2 sites every month at \$200 for 10 months

Total Project Budget	OFCY Funds Requested	Projected Match
4000.00	4000.00	0.00

Description
 General Office Supplies
Budget Justification and Calculation
 General yearly office supplies \$200 x 10months

Total Project Budget	OFCY Funds Requested	Projected Match
2000.00	0.00	2,000.00

Description
 Participant Incentives
Budget Justification and Calculation
 \$125 per site per month for 10 months

Total Project Budget	OFCY Funds Requested	Projected Match
2500.00	2500.00	0.00

Description		Total Project Budget	OFCY Funds Requested	Projected Match		
Professional Development		1000.00	0.00	1,000.00		
Budget Justification and Calculation						
\$200 per month + \$3000 conference						
Description		Total Project Budget	OFCY Funds Requested	Projected Match		
Program Supplies		12000.00	12000.00	0.00		
Budget Justification and Calculation						
\$500 per x 2 site per month plus one time purchases of \$2000						
Description		Total Project Budget	OFCY Funds Requested	Projected Match		
Telephone/Internet/Communications		1000.00	0.00	1,000.00		
Budget Justification and Calculation						
\$100 x 1 months						
Description		Total Project Budget	OFCY Funds Requested	Projected Match		
Travel/Transportation		1000.00	0.00	1,000.00		
Budget Justification and Calculation						
Bus pass and staff miles: \$100 per month						
OTHER DIRECT COSTS TOTAL		\$102,700.00	\$19,500.00	\$83,200.00		
YOUTH WAGES and STIPENDS						
YOUTH WAGES						
Description	# of youth	Hourly Wage	# Hours/week	# Weeks/year	OFCY Funds Requested	Projected Match
N/A	0.00	0.00	0.00	0.00	0.00	\$0.00
Budget Justification and Calculation						
N/A						

FRINGE	Fringe Rate	n/a	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	Projected Match
N/A	0.00		0.00	0.00	0.00	0.00	\$0.00

Budget Justification and Calculation
N/A

YOUTH WAGES and STIPENDS SUBTOTAL

Total Project Budget \$0.00 **OFCY Funds Requested** \$0.00 **Projected Match** \$0.00

Do you have subcontracts?

Yes No

SUBCONTRACTS

Description

Up2Us Sports

[This subcontract budget has not been submitted.

Budget Justification and Calculation

4 Academic and Sport Coaches

Total Project Budget	\$41,539.63	OFCY Funds Requested	\$17,600.00	Projected Match	\$23,939.63
-----------------------------	-------------	-----------------------------	-------------	------------------------	-------------

Description

UpMetrics

[This subcontract budget has not been submitted.

Budget Justification and Calculation

Online Data and Evaluation Platform

Total Project Budget	\$5,000.00	OFCY Funds Requested	\$5,000.00	Projected Match	\$0.00
-----------------------------	------------	-----------------------------	------------	------------------------	--------

Description

Student Program for Academic & Athletic Transitioning

Total Project Budget	\$166,250.00	OFCY Funds Requested	\$22,500.00	Projected Match	\$143,750.00
-----------------------------	--------------	-----------------------------	-------------	------------------------	--------------

This subcontract budget has not been submitted.

Budget Justification and Calculation

Program Model and Implementation Monitoring

Description

Empower U

Total Project Budget	OFCY Funds Requested	Projected Match
\$20,000.00	\$20,000.00	\$0.00

This subcontract budget has not been submitted.

Budget Justification and Calculation

Professional development and life skills for students, staff, parents and coaches. Sessions will be billed at \$100 per hour.

**SUBCONTRACTS TOTAL
(without indirect costs)**

\$232,789.63	\$65,100.00	\$167,689.63
---------------------	--------------------	---------------------

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

\$662,039.63	\$344,650.00	\$317,389.63
---------------------	---------------------	---------------------

Indirect Costs (cannot exceed 15% of total OFCY Funds Requested). Currently: 12.38%

Lead Agency Indirect

Total Project Budget	OFCY Funds Requested	Projected Match
96305.94	48697.50	47,608.44

Budget Justification and Calculation

Funds to cover administrative expenses.

Subcontractor Indirect

Up2Us Sports

UpMetrics

Student Program for Academic & Athletic Transitioning

Empower U

\$0.00	\$0.00	0.00
\$0.00	\$0.00	0.00
\$0.00	\$0.00	0.00
\$0.00	\$0.00	0.00

INDIRECT TOTAL

\$96,305.94	\$48,697.50	\$47,608.44
--------------------	--------------------	--------------------

TOTAL

\$758,345.57	\$393,347.50	\$364,998.07
---------------------	---------------------	---------------------

PROPOSAL SIGNOFF

African American Male Achievement - College and Career Performance Program

I understand that by clicking 'Submit', I am submitting this proposal to OFCY for review and may only edit the proposal by contacting the Cityspan help desk before the proposal submission deadline. I verify that all information in this proposal is accurate, that I have read all RFP sections related to this strategy, and that I have carefully reviewed all parts of my proposal before submitting.



College & Career Performance Initiative Service Proposal

to

African American Male Achievement

June 2019

Submitted by: Harold Pearson, Student Program for Academic and Athletic Transitioning (SPAAT)

I. Overview

Over the past few months, the Student Program for Academic & Athletic Transitioning (SPAAT) executive director, Harold Pearson, met with Oakland Unified School District's (OUSD) Superintendent, Kyla Trammel-Johnson, Deputy Director of Equity, Chris Chatmon, African American Male Achievement (AAMA) Director, Jerome Gourdine, Oakland Athletic League Commissioner Sohnja Phillips, as well as key leaders to discuss strategies for improving the post-secondary opportunities of African American males and student-athletes. This group provided input on the strategies for implementation of the College & Career Performance Initiative. This proposal is a result of those collective efforts.

SPAAT and AAMA have entered into a partnership to initiate SPAAT's College & Career Performance Initiative which will provide holistic academic based supports at every high school and middle school in Oakland. The two organizations will embed comprehensive academic support services (tutoring, academic counseling, college advising, and coordination of services) into the African American Male Achievement Program and Oakland Athletic League programs.

The collaborative partnership will provide academic, enrichment and college-readiness support services for 253 African American and Latino/x students across four OUSD high schools. Each sports season we will serve 30-60 students who participate on school's competitive sports teams. To complement athletic team activities, our evidenced-based program provides culturally responsive academic care management, transcript review, course planning, study strategies, study hall tutors, mentorships, mindfulness, life skills, college application and enrollment, career exploration and internships.



The SPAAT mission is to empower socially and economically disadvantaged high school student-athletes by providing them with academic, college and athletic support services to increase the number of student-athletes prepared for college, careers and life after sports.

There is a considerable need for focused supports aimed at student athletes at large and specifically for African American male students. The SPAAT team has identified McClymonds, Castlemont, Fremont and Skyline High Schools as institutions in which it can implement specific interventions that will increase this population's postsecondary opportunities.

Built entirely on research, case study and volunteers donating countless hours, SPAAT serves as the organized support system that bridges the gap that many student-athletes face in making the transition from high school to college and to life after sports. SPAAT programs steer student athletes away from criminal activities, alcohol and other drugs by increasing their college awareness, decision-making skills, giving them healthy values, enhancing their self-esteem, and offering them positive group mentorship.

Over the last four years, SPAAT has demonstrated the ability to create results the Oakland Bay Area community can get excited about. During the time, SPAAT has produced a 93% cohort graduation rate, an 84% a-g completion rate along with 96% its students enrolling into a college or university of their choice.

To ensure that today's inner-city student-athletes are prepared for a reality that will land them in a boardroom and not just on the practice field, SPAAT is requesting \$152,272 to support a minimum of 250 student athletes through the College & Career Performance Initiative. Your support will be directly allocated to advisors and academic trainers who will increase academic achievement, college entrance exam preparation, college awareness and acceptance.

II. Scope of Work

Description of programs

SPAAT's programs are designed to support 9th-12th grade student athletes with the wide variety interventions that ultimately prepare for them for success in college, career and life beyond sports. During the 2018-19 school year, SPAAT will provide full support services to a minimum of 250 student athletes at McClymonds. This includes over 200 hours of in-school and after-school academic training, 100 hours of academic advising, 30 hours of case

management and 50 hours of specialized college advising. Staffing for this programming consists of the following:

College & Career Advisor	1
Academic Coaches	4

Programs will run a minimum of three days per week on school days between the hours of 10pm-6pm, according to the district's secondary school calendar. The program focuses on six critical areas:

- **Academic Coaching and Training**

Academic skill building workshops cover the core subject areas including Algebra and English. Consistent one on one and group academic performance training sessions will ensure we have improved grades, test scores and academic confidence.

- **Academic & Athletic Case Management**

SPAAT regularly monitors the academic and athletic progress of all student- athletes. Several methods for assessing academic progress are used, including progress reports completed by faculty and self-reporting done by student-athletes in regular academic progress meetings with SPAAT staff.

- **Academic Advising and Planning**

SPAAT staff assists student-athletes by helping them The College Playbook, developed by SPAAT, is a manual that includes a series of college access activities that facilitate college research, selection and financial aid planning. By using a College Playbook, programming at the 9th grade level will begin with a detailed and engaging process whereby students learn to visualize and map plans for high school and postsecondary opportunities.

- **SAT/ACT Awareness**

Beginning their junior year, students will take a seven-week SAT or ACT preparation course. At the end of the program, students are able to identify the various types of questions on the SAT/ACT and apply a successful, strategic response.

- **Sprint to College Program**

One of the many obstacles that face our young adults today is lack information about why they should go to college, how to get to college and what it takes to be a student and or an athlete once you get there. This program guides our student athletes through everything from college planning to the NCAA eligibility registration. By increasing each student-

athlete's college awareness, it will not only increase their chances of making it to college but also achieving success once they get there.

III. Budget

Oakland students served	253
Academic Coaches (4)	\$13,500.00
College Advisors (1)	\$51,000.00
Program Director (1)	\$67,272.00
Administrative Expenses	\$20,500.00
Total Program Cost	\$152,272.00

By execution of this agreement, SPAAT agrees to provide the professional services described herein, and African American Male Achievement and Oakland Unified School District, agree to accept such services, all in accordance with the following terms and conditions.

Scope of Work. SPAAT will perform the services described above and in Exhibit A to this agreement. SPAAT warrants its qualifications to perform the specified services, as required by applicable state and federal law. SPAAT will prepare all work and provide services in accordance with generally accepted professional practices and under the direction of the Principal at OHS. The scope of work may be modified upon mutual agreement of the parties with confirmation in writing.

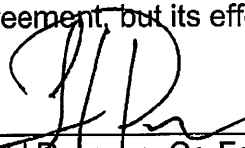
Termination. This agreement may be terminated by either party for any reason with thirty (30) days written notice. A final invoice will be calculated on the first of the month following receipt of termination notice. The final invoice will include all services and expenses associated with the project up to the effective date of termination plus reasonable charges for orderly cessation of work.

Applicable Law. This agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of California having jurisdiction over such disputes; and all disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the State of California or hearing appeals therefrom. Both parties hereby consent to the jurisdiction of such courts over them for the purposes of this agreement, and agree to accept service of process by registered mail.

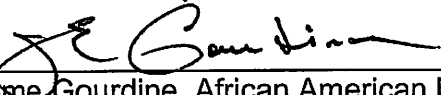
Enforceability. If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

Complete Agreement. This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on SPAAT or OUSD unless in writing.

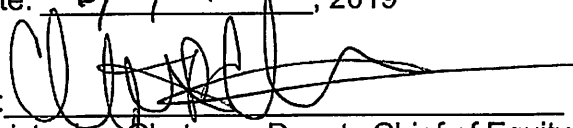
Effective Date. This Agreement will take effect when OUSD returns a signed copy of this Agreement, but its effective date will be retroactive to July 1, 2019.

By: 
Harold Pearson, Co-Founder & CEO
Student Program for Academic and Athletic Transitioning

Date: 6/3/19, 2019

By: 
Jerome Gourdine, African American Male Achievement
Oakland Unified School District

Date: 6/3/19, 2019

By: 
Christopher Chatmon, Deputy Chief of Equity
Oakland Unified School District

Date: 6/12/19, 2019

- H. Promote AAMA / SPAAT students and athletes by sharing achievements with OUSD officials, and other relevant networks
- I. Promote the SPAAT and AAMA / SPAAT partnership by sharing achievements and information with OUSD officials, on AAMA marketing platforms (website, social media, athletic events) and other relevant networks
- J. Display SPAAT signage at AAM OUSD events when appropriate.
- K. Provide OUSD liaison to ensure all programs are in full compliance with executed grant agreements, OUSD Board policies and mandates

SPAAT agrees to:

- A. Develop, co-fund and implement academic, athletic and college access support programs for AAMA students and member schools in the Oakland Section, OAL, and OAL Middle School Sports League
- B. Provide an on-site program coordinator to oversee and support the day-to-day planning, operation, maintenance, administration and evaluation of the program, including but not limited to facilities, equipment, supplies and coordinating leveraging of additional resources;
- C. Provide recruiting and NCAA registration assistance and professional development to student-athletes, coaches and faculty
- D. Recruit and oversee college advisors, tutors, and mentors from alumni, local colleges and the community at large to provide enrichment activities for program participants
- E. Provide SPAAT personnel to assist with data collection and input
- F. Ensure that the SPAAT programs are in full compliance of the grant contracts, AAMA OAL/OUSD policies, and mandates
- G. Provide training to program staff and student leaders
- H. Provide program reports, in a timely manner, accurate to the AAMA