

File ID Number	17-2027
Introduction Date	10-11-17
Enactment Number	17-1458
Enactment Date	10-11-17
By	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

October 11, 2017

To: Board of Education
From: Kyla Johnson-Trammell, Superintendent
Subject: Grant Award Acceptance - City of Oakland - Violence Intervention Services

ACTION REQUESTED:

Acceptance by the Board of Education of First Amendment to the Grant Agreement for OUSD alternative education high schools, for Fiscal Years 2016-2018, to support life coaching to juvenile offenders referred by the Juvenile Justice Center Transitional Center, extending the agreement term from January 1, 2016 through June 30, 2017 to June 30, 2018.

BACKGROUND:

First Amendment to the Grant Agreement for OUSD alternative education high schools for Fiscal Years 2016-2018 was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant agreement packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-2027	Yes	Grant	Oakland Unified School District Alternative Education High Schools	To support life coaching to juvenile offenders referred by the Juvenile Justice Center Transitional Center (JJC) with a focus on school placement, probation discharge, and brokering of local support services via the Office of Alternative Education High	January 1, 2016 - June 30, 2018	City of Oakland, Measure Z: The Oakland Public Safety and Services Violence Prevention Act	\$200,000.00, increasing the agreement from \$300,000.00 for a total amount not to exceed \$500,000.00

DISCUSSION:

The District created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued \$200,000.00, increasing the

RECOMMENDATION:

Approval by the Board of Education of First Amendment to the Grant Agreement for OUSD alternative education high schools for Fiscal Years 2016-2018 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

First Amendment, Grant Agreement

Schedule A: Oakland Unite Grantee Services Scope of Work

Budget Narrative

Combined Grants Schedules: C1, K, N, N-1, P, V


Original Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant: Measure Z: Oakland Public Safety and Services Violence Prevention Act	Funding Cycle Dates: January 1, 2016 – June 30, 2018
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Lucia Moritz Oakland Unified School District Office of Alternative Education 1000 Broadway, Suite 600 Oakland, CA 94607	Grant Amount for Full Funding Cycle: \$300,000.00
Funding Agency: Oakland Unite Violence Prevention Programs City of Oakland Department of Human Services 150 Frank Ogawa Plaza, Suite 4340 Oakland, CA 94612 (510) 893-4374 www.oaklandunite.org	Grant Focus: To support life coaching to juvenile offenders referred by the Juvenile Justice Center Transitional Center (JJC), with a focus on school placement, probation discharge, and brokering of local support services.
List all School(s) or Department(s) to be Served: Oakland Unified School District Alternative Education High Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant will be used to provide Violence Intervention Services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z). The grant provides intensive case management services for justice involved youth in alternative ed. schools.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.59% 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.)	Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Scope of Work.
Does the grant require any resources from the school(s) or district? If so, describe.	This amendment grant will require the use of district resources to ensure the successful implementation of the grant, in particular, the work of district funded individuals in the Alternative Education Department.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email.)	Lucia Moritz Office of Alternative Education 1000 Broadway, Suite 600, Oakland, CA 94607 (510) 879-8838 Email: Lucia.Moritz@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Lucia Moritz		
Department Head	Preston Thomas		9/19/17

Grant Office Obtained Approval Signatures:

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

FIRST AMENDMENT TO THE GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT OFFICE OF ALTERNATIVE
EDUCATION

This FIRST AMENDMENT dated July 1, 2017 amends the original Grant Agreement for a Public Safety and Services Violence Prevention Act (Measure Z) Grant dated January 1, 2016 ("Agreement"), by and between the City of Oakland, a municipal corporation ("City"), and Oakland Unified School District Office Of Alternative Education, a California corporation ("Grantee") (together, the "Parties").

RECITALS

- A. Pursuant to City of Oakland Resolution No. 85926 C.M.S., the Parties entered into the Agreement for the amount of \$300,000 for eighteen months from January 1, 2016 through June 30, 2017 to fund certain community-related programs.
- B. The City Council, pursuant to City of Oakland Resolution No. 86767 C.M.S., has allocated an additional year of funding to the Grantee to support its community-related activities.
- C. The Parties wish to amend the Agreement to replace the Scope of Services, to increase the grant amount, and to extend the time for performance by one year, through June, 2018, as provided herein.

NOW THEREFORE, The Parties hereby agree to amend the Agreement as follows (text additions are indicated by underline text and text deletions are indicated by ~~strikeout text~~):

1. Grant

Section 1 ("Grant") is hereby amended to read:

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to grantee in an amount up to Three Hundred Thousand dollars \$300,000 for services provided from January 1, 2016 through June 30, 2017, and in an amount up to Two Hundred Thousand dollars \$200,000 for services provided from July 1, 2017 through June 30., 2018, for a total grant amount of Five Hundred Thousand dollars \$500,000 (the "Grant").

2. Time of Performance

Section 4, ("Time of Performance") is hereby amended to read:

The grant term shall begin on January 1, 2016 and shall end on ~~June 30, 2017~~ June 30, 2018.

3. Scope of Work

Schedule A, Scope of Work attached to the Agreement and referred to in section 2, "Scope of Work" is hereby replaced by the First Amended Scope of Work attached hereto and incorporated herein by reference.

4. Event of Default and Remedies

The last sentence of Section 18 ("Event of Default and Remedies") is hereby amended to read:

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on ~~June 30, 2017~~ June 30, 2018.

5. Living Wage Requirements

As provided in Section 24 ("Living Wage Requirements") Grantee must comply with the Oakland Living Wage Ordinance. Effective July 1st of each year, Grantee shall pay adjusted wage rates.

6. Exhibits

The following exhibits and schedules are attached to this First Amendment and are hereby incorporated herein by reference:

Schedule A – Scope of Work
Schedule C-1 – Compliance with the American Disabilities Act
Schedule K – Pending Dispute Disclosure Form
Schedule N - Living Wage Ordinance
Schedule N-1 Equal Benefits Declaration of Non-discrimination
Schedule P -1 Nuclear Free Zone
Schedule V – Affidavit of Non-Disciplinary or Investigatory Action
Schedule Q – Insurance Requirements
Current Business Tax Certificate

All other terms and conditions of the Agreement, except for those modified by this First Amendment, shall remain unchanged and in full force and effect.

If the terms of this First Amendment are acceptable to Grantee and City, then sign and date below.

[SIGNATURES ON NEXT PAGE]

City

CITY OF OAKLAND, a municipal corporation

By: [Signature] 8/17/17
City Administrator's Office (Date)

Approved for forwarding:

By: [Signature] 8/29/17
Departmental Head (Date)

86767
Resolution Number

Approved for form and legality:

By: [Signature] 8/28/17
Deputy City Attorney (Date)

Grantee

Oakland Unified School District Office Of Alternative Education, a California nonprofit public benefit corporation, California Corporation No. _____

By: [Signature] Date: 6/28/17

Name: Lucia Moritz

Title: Executive Director, AH Ed

[Signature]
James Harris
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: [Signature]
MICHAEL L. SMITH Attorney at Law
10/17/17

[Signature]
Kyle R. Johnson-Frammell
Secretary, Board of Education

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By:

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplsearch.do.

City

CITY OF OAKLAND, a municipal corporation

By: Edward Barner 8/17/17
City Administrator's Office (Date)

Approved for forwarding:

By: Julie Brady 8/29/17
Departmental Head (Date)

86767
Resolution Number

Approved for form and legality:

By: Amberley 8/28/17
Deputy City Attorney (Date)

Grantee

Oakland Unified School District Office Of Alternative Education, a California nonprofit public benefit corporation, California Corporation No. _____

By: Lucia Moritz Date: 6/28/17

Name: Lucia Moritz

Title: Executive Director, Alt Ed

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
[Signature]
MICHAEL L. SMITH Attorney at Law
10/17/17

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

SCHEDULE A
Oakland Unite Grantee Services Scope of Work
July 2017- June 2018

This Scope of Work outlines services that will be provided by **Oakland Unified School District Alternative Education (OUSD Alt Ed)** (Grantee) as a condition of receiving funds from the **City of Oakland** (City) Human Services Department (HSD).

The violence prevention programs administrated by HSD, funded by the Oakland Public Safety and Services Violence Prevention Act of 2014 (Measure Z) and other funding sources are collectively called '**Oakland Unite**' and may be referred to as such throughout this scope.

SECTION I: INTENSIVE YOUTH LIFE COACHING SERVICES

A) Description of Services

1. **Oakland Unified School District Alternative Education** (Grantee), as a provision of receiving Measure Z funding from the City in the Intensive Youth Life Coaching strategy, shall provide life coaching services to juvenile offenders referred by the Juvenile Justice Center Transition Center (JJC), with a focus on school placement, probation discharge, and brokering of local support services. This will include the hiring of 2.5 FTE life coaches and the provision of services to 48 youth annually the contract period of July 1, 2017, through June 30, 2018. Agency may roll-over up to 40% of an annual caseload of participants from 2016 – 2017 to be counted towards the overall participant deliverable for the 2017 – 2018 contract.
2. **Start-up Efforts:** No new staff will need to be hired. All staff is already aboard with OUSD Alt Ed as well as sub-grantee Community & Youth Organizing Inc. (CYO). OUSD Alt. Ed. Case Managers will gradually transition out existing youth to accommodate new incoming referrals. The grantee will be required to attend trainings and planning meetings. Agencies will participate in the Intensive Life Coaching Network and will be required to follow all protocols established by this team related to collaborative life coaching for youth leaving the JJC. Agencies must be prepared to have a presence at the JJC, including meeting with youth and families as appropriate. Staff will be required to obtain background clearances as required by Alameda County Probation, in order to meet with youth within the JJC.
3. **Services Summary:**
 - a. **Program Design:**

Oakland Unite-funded life coaches will work closely with staff at the Juvenile Justice Center (JJC) Transition Center, probation staff, school personnel, the youth and his/her family to develop a life map, provide support, engage with the young person and family, and provide incentives for milestone achievement. Eligible youth, ages 14-18, are referred by the enrollment manager at the Transition Center of the JJC, and will be enrolled in intensive life coaching services at OUSD Alt Ed. These services will consist of near-daily contact with face-to-face contact averaging two times per week. Caseload size will not exceed 15:1 at any given time, with 48 youth having been served by the end of the contract year (6/30/2018). Life coaches are responsible for the following outreach and recruitment duties: 1) one-on-one outreach to all youth referred, and appropriate follow-up with parents/caregiver; 2) maintain careful and consistent record of contacts and outreach activities; 3) maintain working relationships with staff at the JJC Transition Center, probation staff, Oakland Unite grantees, and school personnel; and 4) maintain a presence of accessibility at the JJC, probation, and the Transition Center. Life coaches will be required to pass probation's clearance before providing pre-release services to youth in the JJC as appropriate.
 - b. **Program Elements:**

Duration of life coaching will be up to 18 months with the intensity of life coaching support based on the youth's need — see 'Life Coaching Phases and Expectations'. Life coaches are responsible for the following duties included, but not limited to: 1) establish and maintain a caseload of up to 15 youth who are juvenile offenders; 2) conduct an intake, needs and risk assessment, and develop a Life Map for all youth being referred—Oakland Unite will provide these life coaching tools; 3) maintain careful and consistent case files for each youth, this includes copies of legal documents, incentive payments, and supporting documents — see more information on incentive guidelines below; 4) maintain near-daily contact with each youth – two contacts of which must be in-person; 5) monitor youth's school attendance and school performance; 6) conduct both school and home visits at least once per month at each location; 7) provide youth access to needed health and social services such as mental health, substance abuse, housing, etc.; 8) connect youth to work experience and employment training opportunities available through the Oakland Unite Education and Employment strategy—once a referral is made, communicate with the Employment Case Manager on a regular basis to support participant success; 9) facilitate youth peer support groups and/or connect youth to external peer support groups; 10) maintain accurate and timely documentation of all service notes in CitySpan and participant files on a bi-weekly basis, including a reason for exiting the program indicated in both CitySpan and the participant's case file; 11) communicate regularly and consistently with probation staff, school staff, and staff of other service providers to support youth's successful compliance and/or transitions in/out of probation, school, and systems; 12) actively participate in violence prevention activities and staff development trainings provided by the City of Oakland, Alameda County, and Oakland Unified School District; and 13) life coaches will attend court with participants.

c. Incentives

Incentives will be provided to all participants receiving life coaching services at a rate of \$800 per participant annually. Incentive funds cannot be used in other line items of the agency's budget.

Incentive Amount Guidelines: Incentive amounts will be allocated based on participants' monthly progress towards identified goals and milestone(s) achieved. Incentive allocation should be based on each participant's life map, which is informed through the needs assessment. The life map should be revisited with active participants after 3-6 months to discuss progress towards goals, action step completion and adjusted as necessary. For participants owing restitution, life coaches are encouraged to work with youth to allocate a portion of their incentives towards restitution, which should be reflected in the Life Map. However, the participant can decide to not pay restitution with their incentive payment.

Amounts may vary by participant, depending on the milestone(s) achieved each month. In general, incentive amounts per milestone will depend on the difficulty of the action item. Milestone examples with corresponding incentive amounts are as follow:

- Attend an initial meeting and complete enrollment paperwork with life coach, training program coordinators, mental/medical health providers, education and employment specialist, etc.: \$25-\$50 per item per month
- Attain legal documentation/materials, school transcripts, transportation, safe housing, etc.: \$25-\$50 per item per month
- Successful completion of orientation for job training, life skills, or other related programs or courses: \$50-\$100 per item per month
- Consistent attendance at identified program, course, or group: \$50-\$150 per item per month
- Successful completion of program or course: \$75-\$100 per item per month
- Achieve or maintain educational milestones (passing one section of GED, etc.): \$25-\$100 per month

- Demonstrate progress towards or completion of court order or probation/parole conditions (passing a drug test hearing): \$50-\$150 per item per month
- Participate in mentoring /anti-violence events/mediations: \$50-\$100 per item per month
- Reconnect with child(ren) or family member(s): \$25-\$100
- Consistent school attendance: \$50

Documentation Requirements for Incentive Program: Monthly participant incentive forms and supporting documentation for milestones must be kept in the participant's confidential file — acceptable documentation includes copies of:

- Dated case file and CitySpan notes by life coach
- Completed paperwork, proof of enrollment forms, legal documents, report cards, pay check stubs, certificates of completion, etc.
- Letters or emails from program coordinators/staff, probation officer, or parole agent confirming attendance, compliance, completion, participation, etc.
- A copy of each check with the participant's signature must also be attached to the monthly participant incentive form and incentive amounts must be recorded into CitySpan monthly.

d. Life Coaching Protocol for JJC:

Initial Contacts

Upon receiving a referral from the JJC Transition Center:

- Contact probation officer (PO) within two (2) days of referral — note that you can follow-through with the next steps, even if you have not yet connected with the PO; continue to make efforts to reach the PO
- Contact family within two (2) days of referral — make every effort to contact family immediately, and proceed to contacting youth, even if the family has not been contacted
- Contact youth within three (3) days. If contact cannot be made with the youth within three (3) days, notify the OUSD Program Manager immediately
- Contact appropriate school personnel within the first week of receiving a referral. If a youth has been identified as having a special need, contact OUSD Special Education Department within the first week of referral
- Conduct an intake and needs assessment within the first week of contact. Life coaches will develop a comprehensive and individualized Life Map for each youth, based upon the needs assessment and input from youth
- When available, life coaches will use probation risk assessment data to help inform the intensity of Life Map support services
- Life coaches will refer youth/family for appropriate and necessary services to address identified needs, including but not limited to: education, employment, mental health, substance abuse, legal aid, housing, safety, and transportation
- If youth continue to be chronically absent or if another significant challenge arises, report that information immediately to the parents/caregiver, probation officer and OUSD Program Manager

Ongoing Contact

- High-frequency contact (phone, text, email) is required during the first three months of life coaching, at least 4-7 times a week; frequency of contact can decrease or increase over time, based on need and progress of participant
- In-person contact with youth must be at least twice a week during first three months of life coaching, and then at least once a week after that; frequency of contact can decrease or increase over time, based on need and progress of participant
- Regular home and school visits are expected at least once a month

- Probation officers and parents/identified adult should be contacted and communicated with regularly, ideally once a month, unless more frequent contact is warranted
- All attempts to contact youth and families should be documented
- Life coaches will provide brief updates/reports to OUSD, probation, and Oakland Unite when requested
- Life coaches will participate in Multi-Disciplinary Team (MDT) meetings to discuss and develop youth Life Maps
- Life coaches will link youth to 4E waiver and Oakland Unite employment opportunities when appropriate

4. Coordination and Mandatory Meetings:

- Life coaches and the program manager must attend monthly case conference meetings held by HSD to discuss participant success, challenges, and support needs
- Grantee shall have all JJC life coaches attend quarterly OU Youth Life Coaching Network (with adult-serving life coaches) meetings and trainings
- Grantee will have life coaching representation at all Youth Education and Employment collaboration meetings
- Grantee will have life coaching representation at MDT meetings
Missing meetings or extreme tardiness will result in a 5% withholding and corrective action

5. Participant Deliverables Recap: OUSD Alt Ed will provide life coaching services to 48 participants that will be enrolled in program services. OUSD Alt Ed will provide 1,920 hours during the grant period.

B) Funding & Schedule for Reporting and Invoicing for July 1, 2017 – June 30, 2018

The City agrees to pay the Grantee a sum not to exceed **\$200,000** funded by the budgeted revenues from tax proceeds of Measure Z for the performance of grantee deliverables listed below and based on approved project expenditures as outlined in the attached sub-strategy **Budget** and **Budget Narrative**. This sum shall be inclusive of any and all applicable federal, state and local taxes.

The schedule for reporting, invoicing, and payments for this sub-strategy is as follows:

Types of Report	Due Date	Payment Amount
Advance (if requested) due upon execution of the contract	July 2017	\$40,000 (20% of total)
Submit Progress Report documenting achievement of Quarter 1 deliverables	Friday, October 13, 2017	\$40,000 (20% of total)
Submit Progress Report documenting achievement of Quarter 2 deliverables	Friday, January 12, 2018	\$40,000 (20% of total)
Submit Progress Report documenting achievement of Quarter 3 deliverables Proof of twenty-percent (20%) match of total Oakland Unite funds must be submitted*.	Friday, April 13, 2018	\$40,000 (20% of total)
Submit Final Progress Report documenting achievement of deliverables for entire contract	Tuesday, July 31, 2018	\$40,000 (20% of total)
Total Amount		\$200,000 TOTAL

* See "Oakland Unite Requirements for All Grantees" for additional details regarding proof of match.

C) Schedule for Deliverables for July 1, 2017- June 30, 2018

Payment for this sub-strategy will be based on performance of the deliverables listed below, as well as submission of invoices documenting expenditures of project funds in approved categories:

Benchmarks to be Achieved	Quarter			
	Q1: Ends Sept. 31, 2017	Q2: Ends Dec. 31, 2017	Q3: Ends March 31, 2018	Q4: Ends June 30, 2018
Deliverables (on which payment is based)				
# of life coaching participants (2.5 FTE X 15= 38 + 10 staggered participants)	12	24	36	48
# of life coaching hours (Avg. of 40hr/participant = 1 hr/week with each participant over 12-18 months) include total life coaching hours (40hr LC x 48 participants)	480	960	1440	1920
# of participants re-enrolled in school/other education program	12	24	36	48
# of participants with one supportive adult identified	12	24	36	48
# of participants referred to OU employment training/placement (40%)	3	6	9	12
# of Life Maps created	12	24	36	48
# of presentations at community meetings	N/A	1	2	3
Other Reported Benchmarks (on which payment is not based)				

SECTION II: OAKLAND UNITE REQUIREMENTS FOR ALL GRANTEES

A) Oakland Unite Service Requirements

1. **Funds Must Supplement:** Grantee understands that Oakland Unite funds may not be used to supplant other funds. Oakland Unite funds may be used to expand or enhance existing programs or to initiate new services or programs.
2. **Oakland Residents:** Grantee shall provide services to Oakland residents only with Oakland Unite funds, unless given authority to provide services to non-residents by HSD staff for a specific reason (i.e. safety of participant).
3. **Mandatory Meetings:** Grantee shall appoint an appropriate staff member to attend and participate in the following meetings. Failure to attend mandatory meetings can result in the reduction of up to 5% of the scheduled payment for that fiscal quarter.
 - a. **Quarterly Grantee Convening:** Grantee shall appoint appropriate staff members to attend the quarterly meetings of Oakland Unite grantees held by HSD and/or the independent evaluator.
 - b. **Training and Technical Assistance:** Grantee may be asked to appoint appropriate staff members to attend relevant training and technical opportunities hosted by Oakland Unite.
 - c. **Community-Based Meetings:** Grantee shall attend at least **three (3)** community-based meetings to make presentations about the Oakland Unite Violence Prevention Programs, and the work their agency is funded to do. Presentations must be approved by the Program Officer, and must meet the following criteria:
 - i. Organized by an agency other than the grantee (exception: National Night Out)
 - ii. Event must be geared towards adults
 - iii. Events must have at least 5 attendees
4. The Grantee shall adhere to the instructions and procedures to be provided, and revised from time to time, by HSD in the Oakland Unite Grantee Manual.

B) Reporting, Documentation and Evaluation Requirements

The Grantee shall submit the following reports, at the time and in the number of copies specified, to the Program Officer designated by Oakland Unite. If requested to do so by the Program Officer, the Grantee shall present an oral briefing on any report submitted.

1. **Progress Reports:** Reports should address progress in terms of program implementation and completing the tasks specified in the previous section(s), plans for the resolution of any problems which may arise and, if necessary, an updated work plan for the remainder of the contract period as documented in the CitySpan database.

Grantee will provide **four (4)** quarterly Progress Reports via the Cityspan database that include the information above and compile program data on required deliverables and other measurable benchmarks listed in the previous section(s), as well as other program data requested for the purpose of evaluation, including but not limited to, participant demographics, and participant service dosages. Progress Reports will be due by the following dates:

- Friday, October 13, 2017 (1st quarter)
- Friday, January 12, 2018 (2nd quarter)
- Friday, April 13, 2018 (3rd quarter)
- Tuesday, July 31, 2018 (Final Report)

2. **Data Collection:** In addition to program data described above, Grantee may be asked to participate in data collection related to measurable data outcomes. This may include any viable information on: a) criminal convictions; b) school attendance; c) school re-entry; and d) violent injury or re-injury. This information may be supplemented by data from institutional partners such as Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.
3. **Evaluation:** Grantee agrees to comply with data requests from the independent evaluation provider as well as from the internal process evaluator from the City Administrator's Office. Grantee is required to input participant and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee agrees to participate and assist in all evaluation activities prescribed by the independent evaluator, including but not limited to site visits, surveys, assessments and interviews. Grantee agrees to communicate with the independent evaluator in a timely fashion.

HSD reserves the right to withhold up to 5% of Grantee's scheduled payment if the independent evaluator indicates that the Grantee has not been responsive to the evaluator's requests.

4. **Consent Forms:** Grantee will collect signed Release of Information forms for every participant for whom individual level services are provided. For minors, services that require parental permission in order for the minor to participate in the program also require a signature of consent from parent/guardian or legal designee if they are a ward of the Court. Program participants consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.

The City reserves the right to withhold up to 5% of Grantee's scheduled payment if the Grantee does not demonstrate a sufficient effort to collect consent forms from each participant for whom individual-level services are provided.

5. **Grievance Procedures:** Grantee will provide a formal procedure for participants to express and resolve grievances, including denial of services. The grievance procedure will be made available to all participants, either through public posting in the service site or through the participant intake process and documented in the participant's file.
6. **Match:** The Grantee will provide documentation of the twenty-percent (20%) match of the total amount of Oakland Unite funds for each sub-strategy (noted above) in which the grantee receives funds. Match documentation will be required for the entire Oakland Unite contract period of July 1, 2017- June 30, 2018, by the third quarter Friday, April 13, 2018.
7. **Lead Agencies and Fiscal Sponsors:** The Grantee shall comply with the required guidelines for monitoring of sub-grantees that will be provided in the Oakland Unite Grantee Manual, including but not limited to: ensuring documentation of service provision and submission of quarterly invoices and progress reports, and conducting program observations and site visits to review service delivery and fiscal and management controls.
8. **Service Provision Documentation:** Grantee is required to keep on file all documentation related to the enrollment and services provided to each participant, and of all events held as part of the grant. All required documentation should be kept on file for at least five years after the end date of this contract. HSD staff will examine the following documentation during site and file review visits:
 - a. Street and/or General Outreach: A log that includes the time, date, location, number of staff and number of people served at each street and/or general outreach event.

- b. Intensive Outreach: A file for each participant that includes an intake form, a log with the date and time of each contact, proof of eligibility, and an Oakland Unite consent form.
- c. Group Services: A sign-in sheet for each group session held that includes the time, date, location and the names with signatures for each participant. Eligibility and consent forms for each group participant must also be maintained.
- d. Employment Services: Program files must include proof of eligibility and work readiness (e.g., social security card, ID card, etc.), incentive logs, job placement/retention verification, and consent forms for each participant.
- e. Life Coaching Services: A file for each participant that includes: proof of eligibility; an intake form and/or an assessment form; a separate life map; record of any incentives received, and an Oakland Unite consent form.
 - i. Life Coaching Tools: Grantees will be asked to utilize intake and assessment tools co-developed between HSD and the life coaching network
 - ii. Contacts and Case Notes: Each contact that is entered into CitySpan database should have an associated case note. Case notes should be concise, but should contain sufficient information to justify the length and purpose of the contact, and the relation to participant's needs and goals.
 - iii. Case notes should include: the date of the contact, the length of the contact, items discussed, progress made in reaching the goals of their life map, and the staff member involved. Case notes should be legible, use acceptable grammar and abbreviations should be used carefully.
- f. Mental Health Services: A file for each participant that includes: proof of eligibility; an intake form; any assessments completed; and an Oakland Unite consent form. Contacts that are documented in the CitySpan database must have associated case notes in CitySpan and/or in another format accessible to Program Officers for review.
- g. Trainings: A sign-in sheet that includes the time and date of the event and signatures of each training participant.

C) Payment

1. The City agrees to pay the Grantee a sum not to exceed the combined total(s) specified in the section(s) above for the performance of sub-strategy deliverables and project outcomes, and based on project expenditures in approved categories.
2. Grant funds may only pay for the Grantee's services, materials, supplies, equipment, administration and other operating expenses of the Grantee subject and applicable to and allowable under this Agreement.
3. The Grantee shall submit invoices for services with an accompanying progress report according to the schedule(s) set forth above via the CitySpan database. The invoice will be generated and include a budget summary of expenses incurred, an update on the completion of scheduled deliverables, and any other information or documentation required by this Agreement.
4. Upon receipt, review and approval of the Grantee's invoice, the City shall within 30 calendar days pay the Grantee for satisfactory completion of the services or "deliverables" as outlined in the table(s) above, as well as for documented expenditure of project funds in approved categories. The City or its designee will determine whether the deliverables have been satisfactorily completed and warrant the scheduled payment to the Grantee.
5. The Grantee's failure to satisfactorily render the deliverables due as indicated on the schedule(s) above may result in a reduction in payment for that sub-strategy based, in part, on the percentage

of work not completed. Failure to complete deliverables may also result in suspension of payment, termination of this Agreement, and disqualification from contracting for or receiving funds from the City during the next twelve months.

6. The Grantee shall adhere to the instructions and procedures to be provided and revised, from time to time, by the City concerning invoices and progress reports, which may include requests for additional supporting documentation of reporting expenditures at any time.
7. For state and federally funded programs, the City will require supporting documentation of all reported expenditures. Documentation may consist of copies of the following as relevant:
 - a. Personnel expenditures: payroll reports
 - b. Purchase of goods or services: itemized vendor invoices and statement showing payment to vendor
 - c. Incentives to participants: recipient list, contact information, and incentive amount

Definitions:

General outreach: Efforts to contact and engage a participant about whom nothing is known. This may include outreach events, street engagement, presentations at schools, et cetera.

Intensive outreach: Efforts to contact and engage specific participants (i.e. at least their name and perhaps some other information about them is known). This can be thought of as the "engagement" work to bring a youth or young adult into a program. Time spent trying to locate, as well as meeting with, the participant, or his/her family and teachers, counts as intensive outreach.

Life Coaching: Activities once an enrolled youth/young adult has been assessed and assigned to a life coach who then develops and follows up on a service plan (or life map) with the participant. Regular in-person contact with the participant is maintained by the life coach over an extended period of time and efforts are made to move the participant toward the goals set out in the service plan (or life map). Referrals and assistance with improving the participant's school, home and community experience are made in accordance with the best practices in providing high risk youth life coaching. Documentation is maintained regarding the progress the participant is making over time. Travel time spent to meet the participant and/or spent trying to locate the participant does not count as life coaching time. Time spent meeting with the participant's family and teachers (as well as time with the participant) does count as life coaching time.



OAKLAND UNITE
Budget Narrative
July 1, 2017 - June 30, 2018



Lead Agency: OUSD Alternative Education Office
Sub-strategy: Intensive Life Coaching

DIRECT COSTS

A. PERSONNEL

Subtotal \$ 27,083.00

The Project Director, Debra Mendoza, will manage the Alternative Education Intensive Youth CM program. She will serve as a critical bridge between stakeholders, including Probation Department staff, OUSD/ACOE's placement managers at the JJC, OUSD and ACOE Alternative Education schools, OCYO, other Measure Y-funded CM agencies, members of the Oakland Youth Violence Prevention Collaborative (YVPC), and the Oakland Unite evaluator. She will: connect referred youth and their families to the OCYO life coaches; collaborate with principals and teachers; plan professional development for life coaches; and liaise with other partners in behavioral health and employment. She will participate in Oakland Unite provider meetings, convene quarterly YVPC meetings, and be responsible for data collection on project activities, outcomes, and reporting to the City. She will devote 0.5 FTE based on a \$54,167 annual salary, including benefits, which translates into **\$27,083.00** that will be charged to Measure Z.

Lucia Moritz, Director of Alternative Education, will oversee the Project Director and help liaise with Transition Team agencies, Probation, CYO, school site staff, service provider partners, and ensure program is aligned with the work of Alt Ed schools and broader OUSD initiatives. She will devote 10% of her time to this project as match, valued at \$9,800 based on a \$98,000 annual salary; \$0 will be charged to Measure Z.

High School Office Executive Assistant, Nancy Gomez will assist with communications, printing, facilities requests, and taking reservations for trainings. She will devote 5% of her time to this project, valued at \$2,563.10 based on a \$51,262 salary; \$0 will be charged to Measure Z.

Fringe and Benefits

Subtotal \$ 5,416.60

Fringe and Benefits for the Project Director, AltEd Director, and AltEd Administrative Assistant, calculated at different rates (10-30%), amount to \$7,889.22 of which \$5,416.60 will be charged to Measure Z. Ms. Moritz's and Ms. Gomez's benefits include medical, dental, vision, retirement, workers comp, SUI, disability, and life insurance. Ms. Mendoza is allocated funding, \$5,416.60, to purchase her own benefits.

B. OTHER DIRECT COSTS

Subtotal \$ 0

- i. **General Office Supplies/Software:** The supply budget is \$750 provided as a match from the OUSD Alt Ed office.



OAKLAND UNITE
Budget Narrative
July 1, 2017 – June 30, 2018

- ii. **Program Materials & Supplies:** The program material budget will be \$1,125 for program materials and supplies, which will include printed materials and refreshments for Welcome Circles, Life Skill classes, leadership-based diversion activities, and multidisciplinary team meetings for client youth.
- iii. **Telephone/Internet/Communications:** Local calls will be made for program related communications and will amount to \$50 monthly. The total telephone budget is \$900, which will be contributed as match.
- iv. **Travel/Transportation:** The program manager, Debra Mendoza, will receive \$863 in travel reimbursements calculated at \$0.575 per mile, which will be provided as a match from the OUSD Alt Ed office.
- v. **Staff Training/Professional Development:** Three life coaches will attend OUSD sponsored professional development on restorative justice practices, social-emotional learning, trauma-informed supports, and mental health interventions at a cost of \$100 per hour for a total of 150 hours. The cost, \$22,500, will be provided as a match from the OUSD Alt Ed office.

C. SUBGRANTEES/CONSULTANTS

Subtotal \$156,900

California Youth Outreach will provide the bulk of direct services to client youth referred to the JJP/OUSD Intensive Life coaching project. **\$156,900** will be requested from Measure Z and \$32,710 will be provided as match.

Alameda County Office of Education will connect OCYO life coaches to Probation-referred students at ACOE Bridge Academy and Quest Academy and provide space for the intensive youth life coaching services. Includes .2 of the Chief of Schools' time to liaise with OUSD AltEd, the Transition Team, Probation, OCYO, school site staff, career pathways program staff, service provider partners, and other agencies on behalf of target youth, facilitate life coaches' access to relevant professional development opportunities in ACOE, and participate in YVPC collaborative meetings. \$3,666 will be provided as match.

Girls Moving Forward will provide academic mentoring services, including tutoring, credit recovery support, and test preparation services, to participating youth at ACOE Bridge and Quest Academies. Also, participate in quarterly YVPC meetings and contribute expertise and other support for the project. \$136,450 will be provided as match.

Total Direct Costs = \$453,245; \$189,400 of which will be charged to Measure Z.



OAKLAND UNITE
Budget Narrative
July 1, 2017 - June 30, 2018

Sub-Grantee: California Youth Outreach
Sub-strategy: Intensive Life coaching

DIRECT COSTS

A. PERSONNEL

Subtotal \$ 100,000

Three (3) life coaches will provide intensive life coaching services to youth at a caseload of up to 1:15, anticipated to engage each youth for 12-18 months. Includes initial intake, assessment, development of individualized case plan; facilitating Welcoming Circles; brief 1:1 contacts with each youth at least three times per week, and more in-depth contacts biweekly, for check-ins, monitoring progress, coaching, mentoring; outreach to engage parents/caregivers, including home visits; leading curriculum-based Life Skills/Peer Support classes; providing crisis management; referrals for mental health and other needed services; advocacy with service providers on behalf of youth and their families; legal system advocacy. Life coaches will participate in Oakland Unite provider meetings as well as multidisciplinary Coordination of Services Team meetings at school on behalf of youth in their caseload, and liaise regularly with Probation officers and other service providers working with the youth. They will receive training in intensive life coaching approaches, supporting students' educational success, trauma-informed care, restorative justice principles and practices, case documentation and other record keeping, and other relevant areas. They will devote 2.5 FTE to this project based off an annual salary of \$40,000, which amounts to **\$100,000** and will be charged to Measure Z.

Sikander Iqbal, Deputy Director, will provide direct supervision, training, and support for the life coaches as a team and in individual supervision (one hour weekly), liaise with the Project Director and other service providers; participate in Oakland Unite provider meetings and YCPC meetings. He is also responsible for providing data on clients, services, and outcomes to OUSD Alt Ed. He will dedicate 15% of his time to this project as match, valued at \$11,250, which will be provided as match by CYO.

Fringe and Benefits

Subtotal \$ 18,500

Fringe and Benefits for the three life coaches and deputy director is calculated at 20% and amounts to \$15,000, which **\$18,500** will be charged to Measure Z.

B. OTHER DIRECT COSTS

Subtotal \$ 0

- i. **Equipment/Computer Upgrades:** The budget is \$2,500 provided as a match.
- ii. **General Office Supplies/Software:** The office supplies/software budget will be \$2,000 provided as a match through CYO.
- iii. **Program Materials and Supplies:** The program materials budget will be \$750 provided as a match.



OAKLAND UNITE
Budget Narrative
July 1, 2017 – June 30, 2018



- iv. **Telephone/Internet/Communications:** The total telephone budget is \$60, which will be contributed as match.
- v. **Staff Training/Professional Development:** The staff training budget is \$3,000 provided as a match. Staff training and professional development will include, but is not limited to: training in CYO's new performance management system and deliverable tracking, CYO's new internal data system - along with data tracking and analysis for program design; general best practices in intensive case management – a framework for supporting youth within systems of oppression, and program budgeting.

C. WAGES, INCENTIVES, AND FLEXIBLE FUNDS

Subtotal \$38,400

- i. **Incentives:** The incentive fund budget is \$38,400: \$800 per client x 48 clients per year; to use as incentives to reward clients for steady engagement with the program and to be used in accordance with Oakland Unite incentive fund structure. The amount requested from Oakland Unite is **\$38,400**.

D. INDIRECT COSTS CYO

Subtotal \$ 0

The indirect costs budget will be \$9,400 will provided by CYO as a match.

Total Direct Costs = \$202,360; \$156,900 will be charged to Measure Z funds.

INDIRECT COSTS

5.3% of direct costs, or **\$10,600** in Measure Z funds will be charged as an un-itemized administrative fee.

Total Direct and Indirect Costs = \$442,645; \$200,000 will be requested from Measure Z.

Measure Z: Lead Agency Budget
Fiscal Year- July 2017 - June 2018

Lead Organization Name:

OUSD Alternative Education

Sub-Strategy

Intensive Youth Life Coaching

PLEASE FILL IN YELLOW CELLS ONLY

I. DIRECT COSTS		Oakland Unite Request	Match - Minimum 20% of annual amount	Total Project Budget
A. PERSONNEL				
Lead Agency Positions	Annual Salary	% FTE on project		
Project Director	\$ 54,167	50%	\$ 27,083.00	\$ 27,083.00
Director, Alt Ed	\$ 98,000	10%	\$ 9,800.00	\$ 9,800.00
Administrative Assistant, Alt Ed	\$ 51,262	5%	\$ 2,563.10	\$ 2,563.10
				\$ -
				\$ -
				\$ -
Subtotal			\$ 27,083.00	\$ 39,446.10
Fringe Benefits & Rate	rate:	20%	\$ 5,416.60	\$ 7,889.22
SUBTOTAL			\$ 32,499.60	\$ 14,835.72
B. OTHER DIRECT COSTS				
Equipment/Computer Upgrades				\$ -
Facility/Classroom Rental				\$ -
General Office Supplies/Software			750	\$ 750.00
Program Materials and Supplies			-	1,125
Telephone/Internet/Communications			900	\$ 900.00
Travel/Transportation			863	\$ 862.50
Staff Training/Professional Development			22,500	\$ 22,500.00
Consultants (not subgrantees)				\$ -
SUBTOTAL			\$ -	\$ 26,138
C. WAGES, INCENTIVES, and FLEXIBLE FUNDS				
	Amount	# of clients		
Wages (wage/hr x # hours)				\$ -
Incentives				
Flexible funds/ Client Incentives				
SUBTOTAL				
D. SUBGRANTEES				
California Youth Outreach		156,900	32,710	\$ 189,610.00
Moving Forward Education		-	136,450	\$ 136,450.00
Alameda County Office of Education		-	3,666	\$ 3,666.00
SUBTOTAL		\$ 156,900	\$ 172,826	\$ 329,726
II. INDIRECT COSTS				
May not exceed 10% of ENTIRE Oakland Unite direct costs (including Subgrantee budgets)	Rate:	5.30%	\$ 10,600.00	
GRAND TOTAL			\$ 200,000	\$ 213,799
				\$ 442,645

Combined Grants Schedules



Business Name Oakland Unified School District Phone (510) 879-8200 Email _____
 Address 1000 Broadway City Oakland State CA Zip 94607 Federal ID # _____
 City of Oakland Business License Number _____ Completed by: _____ Phone if different _____

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

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

Schedule K – (Pending Dispute Disclosure)

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

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

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

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,500
(2) How many of your permanent employees are paid above the Living Wage rate?	All
(3) How many of your permanent employees are paid below the Living Wage rate?	None
(4) Number of compensated days off per employee? (Refer to item “a” above)	Based on union contracts
(5) Number of trainees in your company?	N/A
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A

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

Section A. Grantee Information

- (1) Are you an EBO certified firm (Please check one) Yes No (if yes, please attached certificate and skip Schedule N-1)
 (2) Approximate Number of Employees in the U.S. 1500 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please check one) Yes No (4) Union name(s) 8 different unions

Section B. Compliance

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

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

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

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

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

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

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

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

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

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

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

Name of Individual: Marion McWilliams Title: General Counsel
Signature:  Date: 6/1/2017

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

CERTIFICATE OF COVERAGE

Issue Date

6/7/2017

ADMINISTRATOR:
Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

LICENSE # 0451271

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

510-986-6750
www.keenan.com

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLIEF

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

COVERED PARTY:
Oakland Unified School District
1000 Broadway, Suite 680
Oakland CA 94607

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> OCCURRENCE	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 1,000,000	COMBINED SINGLE LIMIT EACH OCCURRENCE
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 1,000,000	COMBINED SINGLE LIMIT EACH OCCURRENCE
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input checked="" type="checkbox"/> BUILDER'S RISK	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 250,250,000	EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ Included	EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$		<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$		\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

Oakland Unified School District/ Oakland Unite Wrap Around Services for Oakland Students through the coverage expiration date.

CERTIFICATE HOLDER:

Juvenile Justice Center, Transition Center
2500 Fairmont Drive
San Leandro CA 94578

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



John Stephens

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	CONTACT NAME: Afi Alameddine PHONE (A/C No. Ext.): 949-860-5927 FAX (A/C No.): 949-756-2713 E-MAIL ADDRESS: Afi.Alameddine@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Oakland Unified School District 1000 Broadway Street Oakland CA 94607	INSURER A : New York Marine & General Ins	NAIC # 18808
	INSURER B : State National Insurance Co.	NAIC # 12831
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 1807468287 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC2017EPP00296	7/1/2017	7/1/2018	PER STATUTE X OTH-ER \$2,000,000** E.L. EACH ACCIDENT \$1,000,000** E.L. DISEASE - EA EMPLOYEE \$1,000,000** E.L. DISEASE - POLICY LIMIT \$1,000,000**
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RETENTION: \$2,500,000	<input checked="" type="checkbox"/> Y	NDE-0864507-17	7/1/2017	7/1/2018	Workers Compensation Employers' Liability Statutory \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Pol #WC2017EPP00296, Insured Specific Retention \$500,000

Evidence of Coverage Only. Subject to policy terms, conditions and exclusions.

As respects the First Amendment to the Grant Agreement for a Public Safety and Services Violence Prevention Act (Measure Z) Grant between the City of Oakland and Oakland Unified School District from July 1, 2017 to June 30, 2018. Waiver of subrogation applies.

CERTIFICATE HOLDER CANCELLATION

City of Oakland Department of Human Services 150 Frank H. Ogawa Plaza, Suite 4216 Oakland CA 94612-2092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ROY A. COMBS
General Counsel

JANE BOND MOORE
Deputy General Counsel

TANYA H. RUSSELL
Associate Counsel

RAYMOND W. HAMILTON
Attorney/Consultant

JANETTE PUCETTI
KENNETH MONEEY
Legal Assistants

OAKLAND UNIFIED SCHOOL DISTRICT
1025 SECOND STREET
OAKLAND, CA 94606

OFFICE OF THE GENERAL COUNSEL
Suite 406
510879-4535
Fax: 510/879-1833

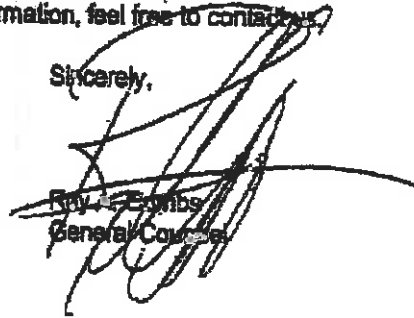
February 20, 1998

To Whom It May Concern:

This is to certify that the Oakland Unified School District was founded in 1865 as a political subdivision of the State of California. As such, it is a tax-exempt, non-profit organization under Internal Revenue Code section 170(c) (1). The Federal Identification Number for the Oakland Unified School District is 94-8000-385.

If you need any further information, feel free to contact us.

Sincerely,



Roy A. Combs
General Counsel

RAC:Jmt

LT198.024

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Oakland Unified School District

Business name, if different from above
N/A

Check appropriate box: Individual Sole proprietor Corporation Partnership Other **Public School** Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1025 Second Avenue

City, state, and ZIP code
Oakland, CA 94606

List account number(s) here (optional)

Requester's name and address (optional)

Part 1 Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part 1 Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
9	4	16	0	0	0	3	8	5

Part 2 Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here: Signature of U.S. person  Date: 11/15/06

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to

Oakland Unified School District

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

Deborah Barnes

Deborah Barnes
Contract Compliance & Employment Services Manager

September 28, 2006

Date



July

S	M	T	W	T	F	S
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24	25	26	27	28	29	30

- Jul 4 Independence Day
- Aug 16 Staff Development Day
- Aug 17 Site Collaboration Day
- Aug 18 Teacher Planning Day
- Aug 21 First Day of School
- Sep 4 Labor Day
- Oct 13 Staff Development Day
- Nov 10 In Lieu of Veteran's Day
- Nov 20-24 Thanksgiving Recess
- Dec 25-29 Winter Break
- Jan 1-5 Winter Break
- Jan 15 M.L. King Jr. Day
- Jan 26 Staff Development Day
- Feb 19 Presidents' Day
- Mar 30 Cesar Chavez' Birthday
- Apr 2-6 Spring Break
- May 25 In Lieu of Lincoln Day
- May 28 Memorial's Day
- Jun 7 Last Day of School
- Jun 8 Teacher Planning Day

REPORT CARD PERIODS (ENDING DATES)

Individual student progress reports are sent to parents within one week of the following dates:

Elementary Schools
 First - Nov 17, 2017
 Second - Mar 2, 2018
 Third - Jun 7, 2018

KEY DATES
 1st Semester Ends
 Jan 19, 2018
 2nd Semester Starts
 Jan 22, 2018

Secondary (1st Semester)
 First - Oct 6, 2017
 Second - Nov 17, 2017
 Third - Jan 19, 2018

Secondary (2nd Semester)
 First - Mar 2, 2018
 Second - Apr 20, 2018
 Third - Jun 7, 2018

- First/Last Day of School
- Schools & Offices Closed
- Schools Closed
- Development Days
(No School for Students)

2017 MAY 17 PM 3:18

OAKLAND CITY COUNCIL

Approved as to Form and Legality

MacMurray
City Attorney

RESOLUTION No. 88787 = C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO:

(1) RENEW OAKLAND UNITE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS PUBLIC AND NON-PROFIT AGENCIES AND FUND DIRECT CITY SERVICES TO PROVIDE VIOLENCE INTERVENTION PROGRAMS FOR AN ESTIMATED AMOUNT OF \$8,050,687 FOR FISCAL YEAR 2017-2018; AND

(2) AMEND PROFESSIONAL SERVICE AGREEMENTS WITH PATHWAYS CONSULTANTS TO INCREASE THE AMOUNT BY UP TO \$30,000 FOR A FISCAL YEAR 2017-2018 CONTRACT AMOUNT NOT TO EXCEED \$50,000, AND WITH BRIGHT RESEARCH GROUP TO INCREASE THE AMOUNT BY UP TO \$80,000 FOR TRAINING AND TECHNICAL ASSISTANCE FOR A FISCAL YEAR 2017-2018 CONTRACT AMOUNT NOT TO EXCEED \$330,000

WHEREAS, Oakland voters passed The 2014 Oakland Public Safety and Services Violence Prevention Act ("Safety and Services Act") in 2014, approving a series of taxes to support violence intervention objectives including programs and services that provide support to high-risk youth and young adults to interrupt the cycle of violence and recidivism; and

WHEREAS, the Safety and Services Oversight Commission ("Oversight Commission") recommended and City Council approved a three-year priority spending plan for violence intervention funds in summer 2015; and

WHEREAS, the Oversight Commission recommended and City Council subsequently approved recommendations to execute grant agreements with non-profit and public agencies selected through an Request for Proposal (RFP) process in fall 2015 and spring 2016; and

WHEREAS, City Council allocated \$110,000 annually from the City's General Purpose Fund in the Fiscal Year (FY) 2015-2017 Adopted Budget for transitional housing and support for commercially sexually exploited children (CSEC), awarded through HSD's RFP process; and

WHEREAS, pursuant to Resolution No. 85926 C.M.S. and Resolution No. 86084 C.M.S. grant agreements were approved following an RFP process to run from January 1, 2016 through June 30, 2017, with an option to renew for one additional year from July 1, 2017 through June 30, 2018 pending City Council approval; and

WHEREAS, a new spending plan for violence intervention services will be brought to the Oversight Commission and City Council in the fall of 2017 following strategic planning; and

WHEREAS, currently funded programs provided one-on-one services to an estimated 3,134 individuals affected by violence in Oakland in calendar year 2016; and

WHEREAS, HSD contract monitoring activities found grantees to be in compliance with the terms of their awards and staff recommends renewal for all previously funded agencies for FY 2017-2018; and

WHEREAS, Safety and Services Act funds are available and will be used for violence intervention services in FY 2017-2018 and will be supplemented by carryforward funds, aforementioned General Purpose Funds for CSEC, and previously authorized grant funding; and

WHEREAS: staff recommends renewing grant agreements with the following service providers and funding direct City service positions in the amounts specified below for a total estimated amount of \$8,050,687 for FY 2017-18, for the purpose of funding violence intervention services to high-risk youth and young adults:

FY 2017-2018 Grant Agreements and Direct City Services					
Sub-Strategy	Services/Department	FY 2017-2018 Amount	Fund	Org	Project
Youth Life Coaching	Alameda County Probation - JJC Coordination	\$90,000	2252	78311	TBD
	East Bay Agency for Children	\$200,000			
	East Bay Asian Youth Center	\$285,000			
	Motivating Inspiring Supporting and Serving Sexually Exploited Youth, Inc.	\$155,000			
	Oakland Unified School District - School Enrollment Coordination	\$80,000			
	OUSD Office of Alternative Education	\$200,000			
	The Mentoring Center	\$100,000			
	Youth ALIVE!	\$180,000			
<i>Subtotal</i>		\$1,290,000			
Adult Life Coaching	California Youth Outreach-Oakland, Inc.	\$350,000	2252	78311	TBD
	ABODE Services	\$116,000			
	Roots Community Health Center	\$116,000			
	The Mentoring Center	\$350,000			
	HSD Lead Life Coach (1 FTE Outreach Developer)	\$149,345			
	HSD Life Coaches (2 FTE Case Managers and Participant Stipends)	\$322,389			
	HSD Life Coach (Half-year funding for 1 Case Manager, other half grant-funded)*	\$55,305	2252	78311	1001372
<i>Subtotal</i>		\$1,700,039			
Youth Employment/ Education Support	The Youth Employment Partnership, Inc.	\$240,000	2252	78311	TBD
	Alameda County Office of Education	\$185,000			
	Bay Area Community Resources, Inc.	\$120,000			
	Youth Radio	\$125,000			
<i>Subtotal</i>		\$670,000			

FY 2017/2018 Grant Agreements and Direct City Services					
Sub-Station	Grantee/Department	FY 2017/2018 Amount	Fund	Org	Project
Adult Employment/ Education Support	Beyond Emancipation	\$110,000	2252	78311	TBD
	Building Opportunities for Self-Sufficiency	\$200,000			
	Center for Employment Opportunities, Inc.	\$320,000			
	Civicorps Schools	\$250,000			
	Oakland Private Industry Council, Inc.	\$200,000			
<i>Subtotal</i>		\$880,000			
Shooting/Homicide Response & Support Network	Catholic Charities of the Diocese of Oakland	\$300,000	2252	78311	TBD
	California Youth Outreach-Oakland, Inc.	\$100,000			
	Youth ALIVE!	\$125,000			
<i>Subtotal</i>		\$525,000			
Street Outreach	Building Opportunities for Self-Sufficiency	\$325,000	2252	78311	TBD
	Youth ALIVE!	\$790,000			
	HSD Violence Prevention Network Coordinator	\$172,380			
	HSD Violence Prevention Network Liaison	\$141,543			
<i>Subtotal</i>		\$1,428,923			
Commercially Sexually Exploited Children Intervention	Motivating Inspiring Supporting and Serving Sexually Exploited Youth, Inc.	\$80,000	2252	78311	TBD
	Bay Area Women Against Rape	\$73,000			
	Alameda Family Services (Dreamcatcher Youth Services)**	\$55,000	1010	78311	1001317
		\$55,000	1010	78311	TBD
<i>Subtotal</i>		\$217,000			
Family Violence Intervention	Family Violence Law Center	\$450,000	2252	78311	TBD
<i>Subtotal</i>		\$70,000			
Innovation Fund	Community Works West, Inc.	\$100,000	2252	78311	TBD
	Seneca Family of Agencies	\$100,000			
<i>Subtotal</i>		\$200,000			
Leadership Council	The Mentoring Center	\$170,000	2252	78311	TBD
Community Engagement	Community Building Specialists (2 FTE)	\$262,338			
	Community Engagement Coordinator (1 FTE)	\$160,351			
Citywide Coordination	Mayor's Public Safety Director	\$92,036	2252	1111	TBD
<i>Subtotal</i>		\$622,685			
TOTAL		\$8,010,087			

* FY 2015-2016 Safety and Services Act carryforward funds will be used to cover six months of a grant-funded HSD Life Coach funded by a state CalGRIP grant through December 2017.

** 2015-2016 General Purpose carryforward funds will be used to cover six months of CSEC services. If City Council does not allocate additional General Purpose Funds in the FY 2017-2019 Budget, then FY 2015-2016 Safety and Services Act carryforward funds will be used to cover the other six months.

; and

WHEREAS, pursuant to Resolution No. 86310 C.M.S. City Council also approved professional service agreements for training and technical assistance to the violence intervention network following a RFQ process for the period July 1, 2016 through June 30, 2017, with an option to renew for one additional year from July 1, 2017 through June 30, 2018; and

WHEREAS, staff proposes amending the professional service agreement with Pathways Consultants to increase the contract amount by an amount not to exceed \$30,000 to provide employer and training partner engagement services for a FY 2017-2018 contract amount not to exceed \$50,000; and

WHEREAS, staff proposes amending the professional service agreement with Bright Research Group to increase the contract amount by an amount not to exceed \$80,000 to provide training and technical assistance services for a FY 2017-2018 contract amount not to exceed \$330,000; and

WHEREAS, funds are available from the following sources to support increases to the specified professional service agreements:

Contractor	Description	FY 2017-2018 Amount	Funding Source	Funding Codes
Pathways Consultants	Expand employer engagement efforts	Amend to increase amount by up to \$30,000	Safety and Services Act FY 2017-2018	Fund 2252, Org 78311, Project TBD
Bright Research Group	Supplement training and technical assistance efforts for HSD and its grantee network	Amend to increase amount by up to \$80,000	Department of Justice	Fund 2112, Org 78311, Projects 1001316 and 1001447
			CA Board of State and Community Corrections	Fund 2152, Org 78311, Projects 1001143 and 1000561

; now, therefore be it

RESOLVED: That the City Administrator is authorized to renew the above grant agreements with the listed service providers and fund direct City service positions in the amounts specified above for a total estimated amount of \$8,050,687 for FY 2017-2018, for the purpose of funding violence intervention services to high-risk youth and young adults; and be it

FURTHER RESOLVED: That the City Administrator is authorized to amend the professional service agreement with Pathways Consultants to increase the FY 2017-2018 contract amount by an amount not to exceed \$30,000 to provide employer and training partner engagement services for a FY 2017-2018 contract amount not to exceed \$50,000; and be it

FURTHER RESOLVED: That the City Administrator is authorized to amend the professional service agreement with Bright Research Group to increase the FY 2017-2018 contract amount by an amount not to exceed \$80,000 to provide training and technical assistance services for a FY 2017-2018 contract amount not to exceed \$330,000; and be it

FURTHER RESOLVED: That any unexpended balances due to grantees not meeting their deliverables shall be placed into the Safety and Services Act Reserve - Fund (2252), HSD Organization (78311), and Project (TBD); and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized, without returning to Council, 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 for the above-referenced agreements; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, _____

JUN 06 2017

PASSED BY THE FOLLOWING VOTE:

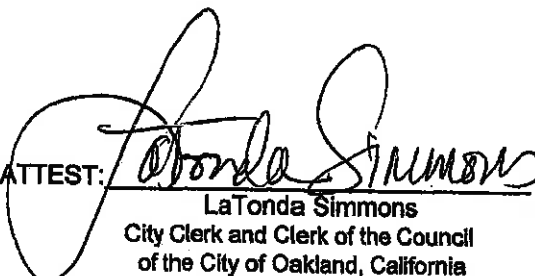
AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN,
AND PRESIDENT REID — 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:


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

File ID Number	16-0681
Introduction Date	4/13/16
Enactment Number	16-096
Enactment Date	4/13/16
By	OT



OAKLAND UNIFIED SCHOOL DISTRICT

Ensuring All Students, Thriving Students

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

To: Board of Education
 From: Antwan Wilson, Superintendent
 Subject: Grant Award Acceptance – City of Oakland – Alternative Education

ACTION REQUESTED:

Acceptance by the Board of Education of the City of Oakland Grant Award for Alternative Education for fiscal years 2016-17.

BACKGROUND:

Grant proposals for OUSD schools for the 2016-2018 fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award Notification are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
16-0681	x	Grant	Alternative Education	The grant will provide violence intervention services and intensive case management for Alternative Education Students	01/01/2016 thru 6/30/2017	City of Oakland	\$300,000.00

DISCUSSION

The District created a Grant Face Sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$300,000.00

RECOMMENDATION:

Acceptance by the Board of Education of the Violence Intervention Services Grant Award for Alternative Education for fiscal year 2016-17.

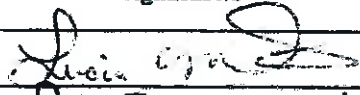

Attachments: Face Sheet
 Grant Award Notification; Check No. 889114

OUSD Grants Management Face Sheet

Title of Grant: Violence Intervention Services Grant	Funding Cycle Dates: January 2016 – June 2017
Grant's Fiscal Agent: City of Oakland	Grant Amount for Full Funding Cycle: \$300,000
Funding Agency: City of Oakland	Grant Focus: Alternative Education
List all School(s) or Department(s) to be Served: Alternative Education	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant will be used to provide Violence Intervention Services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z). The grant provides intensive case management services for justice involved youth in alternative ed. schools.
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 4.75% 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.)	Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Scope of Work.
Does the grant require any resources from the school(s) or district? If so, describe.	The grant will require the use of district resources to ensure the successful implementation of this grant, in particular the work of district funded individuals in the Alternative Education Department.
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 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No.
Will the proposed program take students out of the classroom for any portion of the school day? (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.)	Lucia Moritz Director, Alternative Education 1000 Broadway, Suite 600, Oakland, CA 94607 Lucia.Moritz@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Director, Alternative Education	Lucia Moritz		
Department Head (e.g. for school day programs or for extended day and student support activities)	Allen Smith		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hai		
Superintendent	Antwan Wilson		

1200 9180

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

This Grant Agreement (the "Agreement") is entered into effective January 1, 2016, by and between the City of Oakland, a municipal corporation (the "City"), and Oakland Unified School District Office of Alternative Education ("Grantee").

RECITALS

- A. The City wishes to enter into this Agreement with Grantee to provide Violence Intervention Services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z) for period January 1, 2016 to June 30, 2017.
- B. The City Council, pursuant to Resolution No. 85926 C.M.S. has allocated grant funds to Grantee to fund its community-related programs and activities as specified herein.

Now therefore the parties to this Agreement agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to Three Hundred Thousand dollars (\$300,000) (the "Grant").

2. Scope of Work

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities ("Work") specified in the Scope of Work attached to this Agreement as Schedule A 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. The Project Manager for the City shall be Peter Kim.

3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of Work under this Agreement in accordance with conditions of this Agreement including the attached Scope of Work and the Memorandum of Understanding to Establish a Secure Electronic Data Collection System attached hereto as Schedule A-2 and incorporated herein by reference, in addition to City of Oakland rules, regulations and policies and applicable federal and state laws.

4. Time of Performance

The Grant term shall begin on January 1, 2016, and shall end on June 30, 2017.

5. Method of Payment

Grantee shall be paid for the performance of the Work set forth in the Scope of Work in accordance with the Program Budget included in the Scope of Work. Payments shall be made in the amounts stated in the Scope of Work and shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work. Payments shall be due upon completion of the Work or as otherwise specified in the Scope of Work. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City's expense forms. Invoices shall state a description of the Work completed, itemized costs, fees and expense and the amount due.

Each request for payment must include a performance report detailing the clients served under this Agreement, the current status of their cases, and aggregate results to date. If Grantee's performance is not on pace to meet or exceed performance goals under this Agreement, Grantee shall provide an explanation and detail Grantee's plan to increase client service levels for the remainder of the term of this Agreement in order to meet performance goals.

The documents submitted shall be reviewed and approved for payment by the Project Manager. The City shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Work will be based on an overall assessment of the progress Grantee has made towards achieving the goals of the Agreement and the performance measures.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within 60 days following the completion or termination of this Agreement. No claims submitted after the 60-day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by Grantee and not reported to the City within the 60-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

6. Prompt Payment

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursal requirements of the City or another grant funding source. If a request for payment is "disputed", the payment/disbursal shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City's Liaison (as defined in the Prompt Payment

Ordinance) in writing ~~within~~ five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, Grantee shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless Grantee notifies the City's Liaison in writing within five business days that there is a bona fide dispute between Grantee and claimant, in which case Grantee may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison and, and upon the filing of a compliant, Grantee, if opposing payment, shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Grantee fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Grantee is not allowed to retain monies from subcontractor payments for goods as project retention, and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, Grantee is required to file notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release; and Grantee is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

7. Evaluation, Monitoring and Reporting

Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Scope of Work. Grantee shall undertake continuous quantitative and qualitative evaluation of the Scope of Work as specified in this Agreement and shall make written reports on the results of such evaluation to the Project Manager as reasonably requested by the Project Manager.

In addition to the financial requirements described elsewhere in this Agreement, Grantee agrees that authorized representatives of the City may perform fiscal monitoring of Grantee's record-keeping and reporting to assure compliance with this Agreement.

8. Program Income

Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the City and must be transmitted to the City promptly.

9. Proprietary or Confidential Information of the City

Grantee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Grantee may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Grantee agrees that all information disclosed by the City to Grantee shall be held in confidence and used only in performance of the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent Grantee would use to protect its own proprietary data.

10. Records and Audit

Grantee must 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 agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements applicable to the funding sources of the Grant. The City shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must 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.

Grantee must make available at Grantee's office for examination at reasonable intervals and during normal business hours to the City's representatives, as well as representatives of agencies providing funding for the Grant, all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The City's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for three years following the expiration of the term of this Agreement.

11. Fraud, Waste and Abuse

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

12. Assignment and Subcontracting

Grantee may not assign, subcontract, or otherwise transfer any rights, duties, obligations or interest in this Grant or 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, subcontract, or transfer without such prior written consent shall be void. Consent to any single assignment, subcontract, or transfer shall not constitute consent to any further assignment, subcontract or transfer.

13. Publicity

Any publicity generated by Grantee for the program funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, shall make reference to the contribution of the City in making the project possible. The words "City of Oakland" shall be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the program 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 program.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must provide the insurance listed in the City of Oakland Insurance Requirements attached hereto as Schedule Q and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless (and at City's request, defend) the City, and its Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Grantee's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Grantee under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Grantee;
 - (v) Unauthorized use or disclosure by Grantee of confidential information; or
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding subsections (i) through (vi), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, sub-consultants and subgrantees.
- c. The City shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, the City shall have the right if Grantee fails or refuses to defend the City with counsel acceptable to the City to engage its own counsel for the purposes of participating in the defense. In addition, the City shall have the right to withhold any payments due Grantee in the amount of anticipated defense costs plus additional reasonable amounts as security for Grantee's obligations under this section. In no event shall Grantee agree to the settlement of any claim described herein without the prior written consent of the City.
- e. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees 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 the City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence, or willful misconduct of an Indemnitee.
- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this

Agreement. The City's liability under this Agreement shall be limited to payment of Grantee in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. 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.

17. 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.

18. Events of Default and Remedies

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the Work set forth in the Scope of Work;
- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any other provision of this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

The City shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Grantee's cure of the specified

breach. Upon an event of default that has not been cured by Grantee, the City, in its discretion, may take any of the following actions:

- (A) Terminate this Agreement in whole or in part;
- (B) Suspend payments under this Agreement;
- (C) Demand immediate reimbursement of any funds disbursed under this Agreement;
- (D) Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- (E) Bar Grantee from future funding by the City; and/or
- (F) Pursue any other remedy allowed at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2017.

19. Termination or Modification for Lack of Appropriation

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Grant. The City may terminate this Agreement on 30 days' written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work.

20. 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.

21. Conflict of Interest

- a. 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.
- b. 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.

- c. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter 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 the 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.).
- d. 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.
- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation
- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

22. Non-Discrimination/Equal Employment Practices

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

- a. Grantee and Grantee's subgrantees, 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 subgrantees 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.

23. Local/Small Local Enterprise Participation

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.

24. Living Wage Requirements

Grantee will be considered a City Financial Assistance Recipient ("CFAR") and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 3, 1998). 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, that Grantee provide the following to its employees who perform services under or related to this Agreement:

- a. **Minimum compensation** – Said employees shall be paid an initial hourly wage rate of **\$12.53 with health benefits and \$11.40 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Grantee shall pay adjusted wage rates.
- b. **Health benefits** – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$1.87** 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 employees 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 subgrantees 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 Contract Compliance.

25. 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.

26. 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.

27. 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.

28. Religious Prohibition

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

29. Business Tax Certificate or Exemption

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

30. Abandonment of Grant

The City may abandon or indefinitely postpone the Grant at any time. Should the Grant be abandoned, the City shall pay Grantee for all services performed thereto in accordance with the terms of this Agreement.

31. Relationship of Parties

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.

32. Warranties

Grantee represents and warrants: (1) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the terms of this Agreement and otherwise carry out the Work; (2) that it is duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to undertake the Work; (4) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect the financial condition or operation of the Grantee, other than those already disclosed to the City; and (5) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

33. Unavoidable Delay in Performance

The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within ten calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the City and Grantee.

34. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is approved for form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee

35. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

36. Notice

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

City

City of Oakland, Human Services Department
150 Frank H. Ogawa Plaza, Suite 4340
Oakland CA 94612-2033
Tel: (510) 238-6794
Fax: (510) 238-7207
Attn: Peter Kim

Grantee

Oakland Unified School District, Office of Alternative Education
4521 Webster Street
Oakland, CA 94609
Attn: Lucia Moritz

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.

37. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. 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.

38. Amendments and Modifications

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

39. Waiver

Any waiver by the City of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the City. No waiver should be implied from any delay or failure by the City to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Grantee should not be construed to be a consent to any other act or omission or to waive the requirement for the City's written consent to future waivers.

40. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the City.

41. 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.

42. Commencement, Completion and Close-out

It shall be the responsibility of Grantee to coordinate and schedule the Work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement. Any time extension granted to Grantee to enable Grantee to complete the Work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. Should Grantee not complete the Work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of Grantee to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Grantee.

43. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

44. Inconsistency

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

45. Counterparts

This Agreement may be signed in multiple counterparts, which, when signed by all parties, will constitute a binding agreement.

46. Exhibits

The following exhibits and schedules are attached to this Agreement and are hereby incorporated herein by reference:

- Schedule A: Scope of Work and Budget
- Schedule A-2: Memorandum of Understanding to Establish a Secure Electronic Data Collection System
- Schedule C-1: Compliance with ADA
- Schedule K: Pending Dispute Disclosure Form
- Schedule N: Declaration of Compliance with Living Wage

Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
Schedule Q: Insurance Requirements

47. Approval

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


[SIGNATURES ON NEXT PAGE]

"CITY"

CITY OF OAKLAND, a municipal corporation

By:  *DL*
City Administrator

Approved for forwarding:

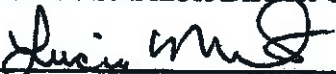
By: 
Department Head
95924
Resolution Number

Approved as to form and legality:

By: 
Deputy City Attorney


"GRANTEE"


Oakland Unified School District Office of Alternative Education

By: 


Name: Lucia Moritz

Title: Director of Alternative Education


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education

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File ID Number: 16-0581
Introduction Date: 4/13/16
Enactment Number: 16-0576
Enactment Date: 4/13/16
By: 

CITY OF OAKLAND
One Frank H. Ogawa Plaza
Oakland, CA 94612

VENDOR NO. 36074

CHECK NUMBER 889114

INVOICE NUMBER	DESCRIPTION	NET AMOUNT
ADV-G484774-OUSDAREd	H76E113-16(ZENV)HSD/OAKLAND UNITE <i>Res 9180 Prog. ???</i>	30,000.00
		30,000.00

THIS CHECK IS VOID IF THE CHECK IS CANCELED OR A SIMILAR ACTION TAKEN

CITY OF OAKLAND
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612

JPMorgan Chase Bank, N.A.
Sacramento, California

56-1182
2022

CHECK # 889114

DATE 17-MAR-16

AMOUNT \$ ****30,000.00

Thirty Thousand Dollars And Zero Cents*****

PAY TO THE
ORDER OF

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: MONICA VAUGHAN
4521 WEBSTER STREET
OAKLAND, CA 94609

TWO SIGNATURES REQUIRED
VOID AFTER 180 DAYS

⑈889114⑈ ⑆322271627⑆ 563285720⑈

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

City of Oakland
One Frank H. Ogawa Plaza
Oakland, CA 94612

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: MONICA VAUGHAN
4521 WEBSTER STREET
OAKLAND, CA 94609

CTP SOLUTIONS (818) 597-1222