

File ID Number	18-2629
Introduction Date	1/9/2019
Enactment Number	19-0055
Enactment Date	1/9/2019 If
By	



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

To: Board of Education

From: Kyla Johnson Trammell, Superintendent

Subject: **Second Amendment to the Grant Agreement between the City of Oakland and Oakland Unified School District**

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of Grant Amendment between the District and the City of Oakland, for fiscal year 2018/19, amending the original Grant Agreement dated July 1, 2016, for High School Academy Internships, as specified in the agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

**BACKGROUND:**

The Grant Amendment for the District for fiscal year 2018-19 was submitted for funding as indicated in the chart below.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-2629	Yes	Grant Amendment	Oakland Unified School District's High School Linked Learning Office	The grant will support the funding of high school internships	July 1, 2018 through June 30, 2019	City of Oakland's Kids First – Oakland Fund for Children and Youth	\$154,500.00

**DISCUSSION**

This grant allows the High School Linked Learning Office to offer student stipends to cover cost (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.

**FISCAL IMPACT**

The total amount of the grant will be provided to the High School Linked Learning Office from the funder.

- Grant valued at: \$154,500.00

**RECOMMENDATION**

Approval and acceptance by the Board of Education, of Grant Agreement between Oakland Unified School District and the City of Oakland, for fiscal year 2018-19.

**ATTACHMENTS:**

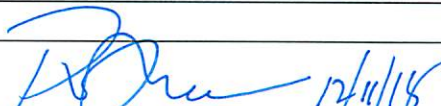
Grant Face Sheet, Grant Agreement and original Grant Agreement.

OUSD Grants Management Face Sheet 2018/19

<b>Title of Grant:</b> City of Oakland	<b>Funding Cycle Dates:</b> July 1, 2018 – June 30, 2019
<b>Grant's Fiscal Agent:</b> City of Oakland	<b>Grant Amount for Full Funding Cycle:</b> \$154,500.00
<b>Funding Agency:</b> City of Oakland	<b>Grant Focus:</b> High School Academy Internships
<b>List all School(s) or Department(s) to be Served:</b> Oakland high schools/High School Linked Learning Office	

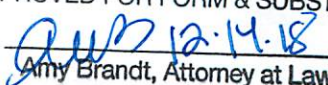
Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant allows the HSLLO to offer student stipends to cover costs (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.
How will this grant be evaluated for impact upon student achievement?	HSLLO staff will provide OFCY with student data re: attendance at internships, grades in summer internship course (ECCO), and industry partner feedback. Additionally, a student demonstration of mastery will be held at the close of the summer internship program to which all partners will be invited.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, we must show an in kind match of funds in support of the program. We easily match with personnel dedicated to the planning and oversight of the summer internship program.
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 for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Rebecca Lacocque, Director High School Linked Learning 1000 Broadway, Suite 440 Oakland, CA 94607  510 879-4118 rebecca.lacocque@ousd.org

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head	Preston Thomas		12/11/18

**Grant Office Obtained Approval Signatures:**

Entity	Name	Signature	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson Trammell		

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:  12.14.18  
Amy Brandt, Attorney at Law

# CONTRACTS/AGREEMENTS/GRANTS TRACKING FORM

Received Date: \_\_\_\_\_

**Contracts and Compliance**  
**This is your Work Order confirmation.**

**\*\* Please print this copy and attach to your contract submittal document. \*\***

**Date Submitted**

8/27/2018

REC'D CONT & COMP  
2018 AUG 27 AM 11:58

**Work Order Number:** 3677  
**Department:** Human Services  
**Resolution No:** 87222  
**Contract Title:** Exploring College and Career Options  
**Recipient:** Oakland Unified School District  
**Description:** Career Awareness and Academic Support  
**Amendment:** Yes  
**Amendment No:** 2  
**Contract Amount:** 154500.00  
**Total Amount:** 454500.00  
**Start Date:** 7/1/2018  
**End Date:** 6/30/2019  
**DueDate:** 8/31/2018

**Date Contract Signed:** 9/16/18

**When retrieving your signed contracts, please print your name and date at the bottom of this document and leave it with Contracts and Compliance.**

**Received By:** \_\_\_\_\_

**Received Date:** \_\_\_\_\_

**Initial Review by:** Jc

**Date:** 8/27

↑15 - to DB



**DOCUMENT CHECKLIST /SUBMITTAL TO CITY CLERK**

**TO: CONTRACTS STAFF/PROJECT MANGER and CITY CLERK:** Please sign the attached Schedule T and file this document checklist with City Clerk. Please initial and date the "routing" portion of this form as noted below.

DATE TO:	DEPARTMENT:	INITIALS:	DATE REC'D:	DATE RETURNED:
	City Attorney	<i>PSL</i>	8/29/16	9/4/16
	City Administrator			
	City Clerk			

\*Please submit **complete** documents to the City Clerk. Please use the checklist as your guide.

**Project Name:** OFCY: Career awareness and academic support  
**Contractor:** Oakland Unified school district  
**Dates:** 07/01/18 - 06/30/19  
**Contract Amount:** \$154,500 (total \$454,500)

**PLEASE NOTE: The following documents must remain attached as required.** Please ensure each attachment is part of the packet submitted to the Clerk's Office.

Notes	Included	
N/A		Original Agreement with Schedule Q (PS, CS, Grant, DBE, I.T. and others: hybrid)
	X	Amendment (PS, CS, Grant, DBE, I.T. and others) # 2
	X	Request from Project manager/Contract Summary Form/ Online Tracking Form
	X	City Administrator's Office Authority Checklist
	X	Schedule T
	X	Resolution(s) both current and previous (# <u>87222</u> )
N/A		Bid and Performance Bonds (as applicable)
	X	Schedule A - Scope of Work (Contractor's bids)
N/A		Schedule B-1 - Declaration of Compliance with Arizona Resolution 82757
N/A		Schedule B-2 -Conditional Waiver per Ordinance
	X	Schedules C-1 Compliance with the Americans With Disabilities Act
N/A		Schedule D - Ownership, Ethnicity, Gender Questionnaire
N/A		Schedule E (non-construction) Project Consultant Team
N/A		Schedule E2 - Oakland Workforce Verification Form
	X	Schedule K - Pending Dispute Resolution
N/A		Schedule M -Part A ( and Active Status_with Secretary of State, if Corporation)
N/A		Schedule M - Part B Independent Contractor Questionnaire (Requesting Department only)
	X	Schedule N (Declaration of Compliance- Living wage ordinance)
	X	Schedule N-1 (Equal Benefits Ordinance Certificate - approved on <u>2006</u> )
N/A		Schedule O -Disclosure of Campaign Contributions
	X	Schedule P - Nuclear Free Zone Ordinance 11474 CMS
	X	Schedule Q - **Evidence of current insurance with endorsement (CGL with Endorsement, Auto, PL, WC and WOS) OR Waiver approved by Risk Management
N/A		Schedule R (construction) Subcontractor, Supplier, Trucking List
N/A		Schedule U- Compliance Commitment Agreement



**DOCUMENT CHECKLIST /SUBMITTAL TO CITY CLERK**

	x	Schedule V – Affidavit
	x	Oakland's Minimum Wage Law acknowledgement
	x	Affirmative Action acknowledgement
N/A		Contractor's License (Construction)
N/A		Schedule Z, Parts A and B
N/A		Current City of Oakland Business Tax (public entity)

\*\*Please refer to Schedule Q. Includes general liability additional insured, auto-liability, workers compensation & professional liability (errors and omission)

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
Signature of Project/Contract Staff

\_\_\_\_\_  
Extension/email

Jasmine Chan  
Print Name

08/27/18  
Date



# City Administrator's Contract Authority Checklist

*(Purchasing Ordinance, OMC Chapter 2.04) Revised 2016*

## **Purchase Authority of the City Administrator (OMC §2.04.020.A).**

The City Administrator's contract authority is \$250,000 for procurement, construction and services, which includes non-professional, professional, technical and scientific services, provided a competitive solicitation is done.

The City Administrator may waive the competitive process for professional services contracts up to \$50,000, upon a determination that it is in the City's best interests to waive competition.

The City Administrator's Purchasing Authority NOT Applicable - Loans, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property).

- The Purchasing Ordinance does not establish City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation.

## **Pay-go Grant Authority (OMC 2.04.017).**

- The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e.g., a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source.

## **Purchases Subject to Appropriation of Funds (OMC 2.04.040A)**

All contracts authorized by the Council or City Administrator must have prior appropriation and allocation of funds for the City programs, activities, functions or operations, which the purchase is intended to support.

**Competitive Award Process: (A) Informal, (B) Formal, (C) Request for Proposals, (D) Cooperative Agreement, (E) Bid, Or (F) Grant.**

Council authorized this contract by way of *Resolution No. 87222 C.M.S.*, as attached.

The consultant/contractor or vendor was selected through a formal or informal competitive process as mandated?  N

Or, advertising and bidding or RFP/RFQ process was waived in *Resolution No. \_\_\_\_\_ C.M.S.*, as attached.

Three (3) local certified firms were solicited and named as follows: \_\_\_\_\_

 Y 

Identify the local certified firm selected? \_\_\_\_\_

If "No" explain why? \_\_\_\_\_

Completed by  , on this 11 day of June 2018

Signature: ~~Contract Administrator/Project Manager~~

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

This AMENDMENT No. 2 dated July 1, 2018 (the "Second Amendment") is made by and between the CITY OF OAKLAND, a municipal corporation ("City"), and Oakland Unified School District, a California public entity ("Grantee"). It amends the original Grant Agreement dated July 1, 2016, and the First Amendment (described below) with the City.

**RECITALS**

**WHEREAS**, the Parties entered into the Original Agreement for the amount of \$150,000.00, for a term of one year ending June 30, 2017 (the "Original Agreement") to fund certain children and youth-related programs as described in the Scope of Work (Attachment A) and Budget (Attachment B) to the Original Agreement, pursuant to City Council Resolution No 86226 C.M.S.; and

**WHEREAS**, the Parties entered into the First Amendment to the Grant Agreement as of July 1, 2017 (the First Amendment), to amend the Scope of Work, to increase the grant amount, and to extend the time for performance by one year, through June 30, 2018; and

**WHEREAS**, the City Council, pursuant to City of Oakland Resolution No. 87222 has allocated an additional year of funding for the year ending June 30, 2019 to the Grantee to continue its children and youth related programs; and

**WHEREAS**, the Parties wish to amend the Original Agreement for the term July 1, 2018 through June 30, 2019 as provided herein.

The Parties hereby agree to amend the Original Agreement as follows:

**1. Time for Performance**

The time for performance of the Original Agreement is extended through June 30, 2019.

**2. Scope of Work**

Schedule A-2 ("Scope of Work") attached hereto and incorporated herein by reference shall become part of the Original Agreement, and governs the Grantees performance obligations for the term of this Second Amendment. All references to "Schedule A" in the Original Agreement, are hereby amended to include "Schedule A-2" for the period of this Second Amendment.

**3. Compensation**

Grantee's funding for performance of the Scope of Work of "Schedule A-2" shall be in an amount based upon actual costs, but that will be "Capped" so as not to exceed ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$154,500.00) for services provided under this Second Amendment (as set forth in Schedule B-2 "Budget"). All references to "Schedule B" in the Original Agreement, are hereby amended to include "Schedule B-2" for the period of this Second Amendment. The total grant amount over the entire contract period (including the Original Agreement, the First Amendment, and this Second



Amendment combined) shall not to exceed FOUR HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$454,500.00).

Upon execution of this Second Amendment, Grantee may be advanced an amount not to exceed THIRTY THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$30,900.00) (20% of total Second Amendment compensation). The advance will be offset against future invoices of the Grantee. Upon early termination of this Agreement, Grantee shall repay the full amount of the advance to the extent services were not performed.

**4. Living Wage Adjustments**

Effective July 1, 2018, the minimum compensation for Grantee's employees who perform services under or related to the Grant Agreement is the hourly wage rate of \$13.75 per hour if Grantee provides health benefits, or \$15.78 per hour if the Grantee does not provide health benefits to its employees.

**5. Dispute Disclosure**

Grantee has disclosed to the City any and all pending disputes with the City of Oakland prior to execution of this Second Amendment. The City will provide a form for such disclosure upon Grantee's request. Failure to disclose pending disputes prior to execution of this Second Amendment shall be a basis for termination of the Agreement.

**6. Attachments**

Grantee affirms that it has completed and attached all of the following documents, which are incorporated into this Second Amendment by this reference, and made a part hereof.

- Exhibit A-2 – Scope of Services
- Exhibit B-2 – Budget
- Combined Schedule C-1, K, N, N-1, P, V, Minimum Wage, and Affirmative Action.
  - C-1 – Declaration of Compliance with Americans with Disabilities Act
  - K – Pending Dispute Disclosure
  - N - Declaration Of Compliance With Living Wage Ordinance
  - N-1 – Equal Benefits – Declaration of Nondiscrimination
  - P – Nuclear Free Zone
  - V – Affidavit of Non-disciplinary or Investigatory Action
  - Acknowledgment of Oakland's Minimum Wage Law
  - Certification re Oakland's Affirmative Action policy
- Schedule N Sub
- Schedule Q (Revised 4/18/17) - Insurance Requirements

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

**City:**  
CITY OF OAKLAND,  
a California municipal corporation  
*Deshaun Barnes* 9/6/18  
City Administrator's Office (Date)

*[Signature]* 9/5/18  
Department Head (Date)  
*Harvey* 9/5/18

Approved for form and legality:  
*[Signature]* 5/8/19  
City Attorney's Office (Date)

**Grantee:**  
OAKLAND UNIFIED SCHOOL  
DISTRICT,  
a California public entity  
*[Signature]* 8/8/18  
Signature (Date)

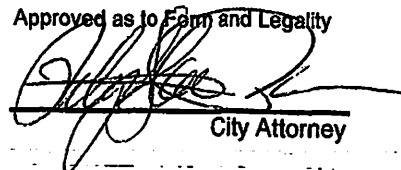
Preston Thomas  
Print Name  
High School Network Superintendent  
Title

City Resolution No. 87222  
Account No.: \_\_\_\_\_  
Business License No. : \_\_\_\_\_

*Aimee Eng* \_\_\_\_\_ 1/10/19  
Aimee Eng  
President, Board of Education

*[Signature]* \_\_\_\_\_ 1/10/19  
Kyla Johnson-Trammell  
Secretary, Board of Education

2018 MAY 10 PM 2:10



City Attorney

# OAKLAND CITY COUNCIL

RESOLUTION No. 87222 C.M.S.

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO RENEW THE OAKLAND FUND FOR CHILDREN AND YOUTH GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS PUBLIC AND NON-PROFIT AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN FY 2018-2019 IN AN AMOUNT NOT TO EXCEED \$15,210,316; WHICH INCLUDES THE AWARD OF ONE GRANT TO COVENANT HOUSE CALIFORNIA IN AN AMOUNT NOT TO EXCEED \$51,500**

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

**WHEREAS**, the passage of Measure D in 2009 revised the Kids First Charter Amendment and established a second 12-year life cycle for the Kids First! Children's Fund administered through OFCY; and

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

**WHEREAS**, the City Council approved the OFCY Strategic Investment Plan 2016-2019 on October 20, 2015 (Resolution No. 85844 C.M.S.) as developed by the POC; and

**WHEREAS**, the City Council adopted the POC's recommendation of 150 grant awards in June 2016, after the release of the Request for Proposals (RFP) for Fiscal Year (FY) 2016-2019 OFCY grant services for children and youth in 2016-2017, renewable for two additional one-year periods with Council approval, by Resolution No. 86226 C.M.S.; and

**WHEREAS**, the City Council adopted the POC's recommendation to renew 148 grant awards in June 2017 for the second year of funding for FY 2017-2018, by Resolution No. 86792 C.M.S.; and

**WHEREAS**, revenues for FY 2018-2019 in the amount of \$16,715,050 are included in the Adopted FY 2017-2019 Budget and are appropriated to the Kids First! Oakland Children's Fund (1780), and no more than 10% is to be available for the administration and evaluation of OFCY and no less than 90% of the appropriation in the amount of \$15,043,545 is to be available for grants, budgeted in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2018-2019 Project (1004172), OFCY FY 2018-2019 Contracts Award (23195); and

**WHEREAS**, as specified in the Kids First! Charter Amendment, no less than 90% of Kids First! monies shall be used to pay for eligible services for children and youth and no more than 10% of Kids First! monies shall be used to pay for the administrative costs and any interest earned and amounts unspent or uncommitted by the Fund at the end of any Fiscal Year are to be made available for future grants as specified in the Kids First! Charter Article XIII; and

**WHEREAS**, the City Council wishes to allocate 90% portion of said funds to selected grant awards resulting from the OFCY 2016-2019 Request for Proposals for direct services for children and youth in FY 2018-2019, and 10% to the administration and evaluation of OFCY, in accordance with the terms of Kids First! Charter Article XIII; and

**WHEREAS**, the POC created by the Measure K – Kids First! Initiative in 1996, provides oversight and direction for the OFCY planning and funding review process; and under Resolution No. 86792 C.M.S., the appropriations for services for children and youth in 2017-2018 may be continued to 2018-2019, and the grants agreements for targeted services are to be renewed as forwarded by the POC subject to performance review; and

**WHEREAS**, through the RFP process in June 2016, the City Council approved an OFCY grant award to the agency Alameda Family Services for the DreamCatcher Youth Services program (Resolution No. 86226 C.M.S.); and

**WHEREAS**, the agency Alameda Family Services has transferred management of the DreamCatcher Youth Services program to Covenant House California; and

**WHEREAS**, on April 11, 2018, the POC approved transfer of the program grant for DreamCatcher Youth Services to Covenant House California to ensure direct services for homeless youth ages 13 to 18; and

**WHEREAS**, the POC recommends the substitution of Covenant House California to manage the program grant in the amount specified below for Fiscal Year (FY) 2018-2019; and

**WHEREAS**, the POC has reviewed the mid-year 2017-2018 performance of the OFCY grantees in FY 2017-2018; and

**WHEREAS**, one program that was funded in FY 2017-2018, Northern California Society to Prevent Blindness, an Affiliate of the National Society to Prevent Blindness, has declined the renewal of the OFCY grant for FY2018-2019; and

**WHEREAS**, the POC recommends the renewal of grant agreements for 147 programs as specified below for FY 2018-2019, the third and final year of the current three-year funding cycle, and the addition of Covenant House California – DreamCatcher Youth Services program listed in Grant ID No. 99 specified below with the revision to reflect change in the agency name and placement in the listing of funding strategies:

ID#	Agency Name	Program Name	FY 2018-2019 Funding
<b>Early Childhood Mental Health Consultations Strategy</b>			
1	Family Paths, Inc.	Early Childhood Mental Health Collaborative	\$309,000
2	Jewish Family and Community Services East Bay	Integrated Early Childhood Consultation Program	\$309,000
3	Lincoln	Early Childhood Mental Health Consultation	\$154,500
Subtotal:			<b>\$772,500</b>

<b>Parent Support and Education Strategy</b>			
4	East Bay Agency for Children	Parent Child Education Support Program	\$103,806
5	East Bay Community Recovery Project	Project Pride	\$77,250
6	Family Paths, Inc.	Abriendo Puertas/Opening Doors Parent Education	\$84,509
7	Lincoln	New Highland-Rise Family Resource Center	\$82,147
8	Lotus Bloom	Multicultural Family Resource Centers	\$307,650
9	Lotus Bloom	School Readiness Playgroups	\$77,250
10	Oakland Parents Together	Listening to Children Parent Cafes	\$77,250
11	Oakland Parks and Recreation	Sandboxes to Empowerment	\$154,500
12	The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$215,064
13	Oakland Unified School District	Summer Pre-K Program	\$96,583
14	Our Family Coalition	Building Strong Children in LGBTQ Families	\$94,760
15	Prescott-Joseph Center for Community Enhancement, Inc.	Prescott Joseph Center's Pre-preschool Program	\$51,500
16	Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$307,876
17	Tandem, Partners in Early Learning	Community Capacity Building - Training in Early Learning	\$58,127
Subtotal:			<b>\$1,788,272</b>

<b>School Based After School Strategy</b>			
18	Alternatives in Action	Life Academy Middle School	\$87,550
19	Bay Area Community Resources	Alliance Academy	\$108,150
20	Bay Area Community Resources	Bridges Academy	\$74,160
21	Bay Area Community Resources	Elmhurst Community Prep	\$87,550
22	Bay Area Community Resources	Emerson Elementary	\$74,160
23	Bay Area Community Resources	Esperanza Elementary	\$94,760
24	Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$94,760
25	Bay Area Community Resources	Fruitvale Elementary School	\$74,160

26	Bay Area Community Resources	Futures Elementary	\$74,160
27	Bay Area Community Resources	Global Family	\$74,160
28	Bay Area Community Resources	Grass Valley Elementary	\$74,160
29	Bay Area Community Resources	Greenleaf Elementary	\$74,160
30	Bay Area Community Resources	Hoover Elementary	\$74,160
31	Bay Area Community Resources	Howard Elementary	\$94,760
32	Bay Area Community Resources	Lafayette & Martin Luther King, Jr. Elementary Schools	\$139,050
33	Bay Area Community Resources	Madison Park Academy (Middle)	\$87,550
34	Bay Area Community Resources	Markham Elementary	\$94,760
35	Bay Area Community Resources	Preparatory Literary Academy Of Cultural Excellence	\$74,160
36	Bay Area Community Resources	Sankofa Academy	\$74,160
37	Citizen Schools, Inc.	Roots International Academy	\$108,150
38	East Bay Agency for Children	Achieve Academy	\$94,723
39	East Bay Agency for Children	Rise Community	\$74,160
40	East Bay Asian Youth Center	Bella Vista Elementary	\$74,160
41	East Bay Asian Youth Center	Cleveland Elementary	\$74,160
42	East Bay Asian Youth Center	Edna Brewer Middle School	\$87,550
43	East Bay Asian Youth Center	Franklin Elementary	\$74,160
44	East Bay Asian Youth Center	Frick Middle School	\$87,550
45	East Bay Asian Youth Center	Garfield Middle School	\$93,596
46	East Bay Asian Youth Center	La Escuelita Elementary	\$107,930
47	East Bay Asian Youth Center	Lincoln Elementary School	\$74,160
48	East Bay Asian Youth Center	Manzanita Middle School	\$93,596
49	East Bay Asian Youth Center	Manzanita SEED	\$74,160
50	East Bay Asian Youth Center	Roosevelt Middle School	\$87,550
51	East Bay Asian Youth Center	Urban Promise Academy Middle School	\$87,550
52	East Bay Asian Youth Center	Westlake Middle School	\$87,550
53	Girls Incorporated of Alameda County	Acorn Woodland Elementary School	\$94,760
54	Girls Incorporated of Alameda County	Allendale	\$74,160
55	Girls Incorporated of Alameda County	East Oakland Pride	\$74,160
56	Girls Incorporated of Alameda County	Horace Mann	\$74,160
57	Girls Incorporated of Alameda County	Reach Academy	\$74,160
58	Higher Ground Neighborhood Development Corp	Brookfield Elementary	\$74,160
59	Higher Ground Neighborhood Development Corp	Madison Park Academy - (Elementary)	\$94,760
60	Higher Ground Neighborhood Development Corp	New Highland Elementary School	\$74,160
61	Higher Ground Neighborhood Development Corp	Parker Elementary School	\$87,550
62	Lighthouse Community Charter School	Lighthouse Community Charter School	\$87,550
63	Oakland Leaf Foundation	ASCEND	\$107,031
64	Oakland Leaf Foundation	Bret Harte Middle	\$87,550
65	Oakland Leaf Foundation	EnCompass	\$74,160
66	Oakland Leaf Foundation	International Community School	\$94,760

67	Oakland Leaf Foundation	Learning Without Limits	\$94,760
68	Oakland Leaf Foundation	Think College Now	\$74,160
69	Safe Passages	Coliseum College Prep Academy (CCPA)	\$87,550
70	Safe Passages	Communities United Elementary School (CUES)	\$94,110
71	Safe Passages	Laurel Community Partnership Academy	\$74,160
72	Safe Passages	United For Success Academy	\$87,550
73	Ujimaa Foundation	Burckhalter Elementary	\$74,160
74	Ujimaa Foundation	Carl Munck Elementary	\$74,160
75	Young Men's Christian Association of The East Bay	Piedmont Avenue Elementary	\$74,160
76	Young Men's Christian Association of The East Bay	West Oakland Middle School	\$87,550
<b>Subtotal:</b>			<b>\$5,006,596</b>

<b>Student Engagement in Learning Strategy</b>			
77	Alternatives in Action	FOCUS: Fremont - Our Community United for Success	\$103,000
78	Destiny Arts Center	DAC: Havenscourt Artists-at-School Residency	\$103,000
79	East Bay Asian Youth Center	9th Grade Transition	\$77,250
80	Girls Incorporated of Alameda County	Daytime Literacy Intervention and Engagement	\$105,060
81	Lincoln	West Oakland Initiative	\$103,000
82	Oakland International High School / Oakland Unified School District	OIHS Immigrant & Refugee Wellness Program	\$91,011
83	Oakland Unified School District	OUSD Student Engagement in Restorative Justice	\$103,000
84	Student Program for Academic and Athletic Transitioning	Middle School Student Engagement in Learning	\$30,900
85	Youth Alive	Youth ALIVE! Targeted Engagement for Youth Exposed to Violence	\$66,950
<b>Subtotal:</b>			<b>\$783,171</b>

<b>Year-Round Youth Development and Empowerment Strategy</b>			
86	Alternatives in Action	Life - AIAHS - McClymonds	\$103,000
87	American Indian Child Resource Center	Culture Keepers	\$51,500
88	Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$77,250
89	Attitudinal Healing Connection, Inc.	West Oakland Legacy & Leadership Project	\$103,000
90	The Bay Area Girls' Rock Camp	Girls Rock After School Program (GRASP) and Girls Rock Summer Camp	\$51,500
91	Bay Area Outreach & Recreation Program, Inc.	Sports & Recreation for Youth with Disabilities	\$44,702

92	Boys & Girls Clubs of Oakland	Educational Programs for the Youth of Oakland	\$154,500
93	Brothers on the Rise	Brothers, UNITE!	\$110,666
94	Chapter 510 INK	Dept of Make Believe	\$77,250
95	College Track	College Track Oakland	\$154,500
96	Communities United for Restorative Youth Justice	Homies 4 Justice	\$51,500
97	Community Works West, Inc.	Project WHAT	\$82,400
98	Covenant House California	CHC Transitional Services	\$154,500
99	Covenant House California (change of grantee for 2018-2019)	DreamCatcher Youth Services	\$51,500
100	Dimensions Dance Theater, Incorporated	Rites of Passage	\$77,250
101	East Bay Asian Local Development Corporation	Lion's Pride	\$108,150
102	East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$77,250
103	East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$130,822
104	East Oakland Youth Development Center	After School Leadership Academy	\$154,500
105	First Place for Youth	First Steps Community Resource Center	\$154,500
106	Fresh Lifelines for Youth, Inc.	FLY Leadership Program	\$77,250
107	Health Initiatives for Youth, Inc.	Youth Development and Empowerment	\$98,610
108	La Clinica de La Raza, Inc.	Youth Brigade	\$152,336
109	Music Is Extraordinary, Inc.	Preparatory Studies in Music	\$77,250
110	Native American Health Center, Inc.	Community Wellness Department Youth Services	\$154,500
111	Oakland Kids First	REAL HARD Youth Leadership	\$82,400
112	Oakland Leaf Foundation	Love Cultivating Schoolyards	\$41,200
113	Oakland Parks and Recreation	Oakland Discovery Centers	\$154,500
114	The Oakland Public Education Fund	Media Enterprise Alliance	\$51,500
115	Project Re-Connect Inc.	Family Connections/Leaders Connect	\$77,250
116	Refugee Transitions	Newcomer Community Engagement Program	\$176,186
117	Safe Passages	Get Active	\$154,498
118	Teen Success Inc.	Supporting Teen Mothers Program	\$36,050
119	Youth Alive	Teens on Target Youth Leadership	\$111,240
120	Youth Speaks, Inc.	Arts in Education	\$154,500
121	Youth UpRising	Queer & Allies Initiative	\$77,250
Subtotal:			<b>\$3,646,760</b>
<b>Summer Development and Empowerment Strategy</b>			
122	Aim High for High School	Aim High/Oakland	\$154,500



123	Destiny Arts Center	Summer with Destiny	\$99,948
124	East Bay Asian Youth Center	Camp Thrive	\$122,525
125	East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$154,500
126	Edventuremore!	Camp Edmo	\$51,500
127	Family Support Services of the Bay Area	Kinship Summer Youth Program	\$114,330
128	Girls Incorporated of Alameda County	Concordia Summer	\$64,616
129	Lincoln	Oakland Freedom Schools	\$154,164
130	Oakland Leaf Foundation	Oakland Peace Camp (OPC)	\$30,900
131	Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$30,900
132	Rose Foundation for Communities and the Environment	New Voices are Rising	\$36,050
133	Social and Environmental Entrepreneurs (SEE), Inc.	Acta Non Verba: Youth Urban Farm Project	\$61,285
Subtotal:			<b>\$1,075,218</b>

Career Awareness and Academic Support for Older Youth Strategy			
134	Alameda Health System	Oakland Health Careers Collaborative	\$309,000
135	Better Health East Bay Foundation	Youth Bridge Workforce Development Program	\$121,059
136	Beyond Emancipation	GROW Oakland	\$103,000
137	Center for Media Change, Inc.	Hack the Hood Bootcamp	\$154,500
138	Center for Media Change, Inc.	Membership Program	\$103,000
139	Centro Legal de la Raza	Youth Law Academy	\$154,500
140	Civicorps	Academic and Professional Pathway	\$103,000
141	East Bay College Fund	Oakland Promise College and Career Access and Success Program	\$219,390
142	Juma Ventures	Pathways to Advancement	\$118,450
143	Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$56,650
144	Oakland Unified School District	Exploring College and Career Options	\$154,500
145	Spanish Speaking Unity Council of Alameda County, Inc.	Oakland Youth Engaged (OYE)	\$77,250
146	The Youth Employment Partnership, Inc.	Building Green Futures	\$309,000
147	Youth Radio	Digital Communications Pathways	\$154,500
Subtotal:			<b>\$2,137,799</b>
Total :			<b>\$15,210,316</b>

; and

**WHEREAS**, funds have been appropriated in the City of Oakland FY2017-2019 Adopted Biennial Budget and are available for FY2018-2019 in the Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2018-2019 Project (1004172), OFCY

FY 2018-2019 Contracts Award (23195) to be used for these 147 grant agreements; and now, therefore, be it

**RESOLVED**, that the City Administrator is authorized to execute agreements or contract amendments with the aforementioned service providers in the amounts specified above for a total amount not to exceed \$15,210,316 for OFCY grants for fiscal year 2018-2019, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to agreements, amendments, modifications, payment requests, and relate actions which may be necessary in accordance with the basic purpose of this Resolution without returning to City Council; and be it

**FURTHER RESOLVED**, that an amount not to exceed of \$15,210,316, available in the City of Oakland FY 2018-2019 budget in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2018-2019 Project (1004172), OFCY FY 2018-2019 Contracts Award (23195), is allocated to fund these grant awards; and be it

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

**FURTHER RESOLVED**, That the City Administrator is authorized to execute agreements with the above service providers in 147 amounts specified above for a total amount not to exceed \$15,210,316 for FY 2018-2019, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

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

**JUN 05 2018**

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

**PASSED BY THE FOLLOWING VOTE:**

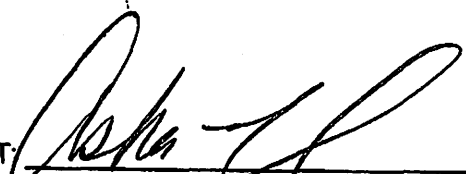
AYES- BROOKS, CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, ~~WILLIAMS~~  
KAPLAN, ~~RESIDENT~~ - *le*

NOES- *19*

ABSENT- *10*

ABSTENTION- *10*

*Excused - Reid, Kalb*

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

#174  
P

**COVER PAGE**

**Oakland Unified School District - Exploring College and Career Options**

If your agency or program undergoes any staff changes, please remember to update the cover page.

**Strategy Area**

Transitions to Adulthood

**Strategy**

Career Awareness and Academic Support for Older Youth

**Applicant/Fiscal Sponsor**

**Organization/Public Agency Name**

Linked Learning Office

**Project Title**

Exploring College and Career Options

**Project Website**

N/A

**Project Description (600 character max.)**

Exploring College and Career Options in Oakland (ECCO) provides a linked college and career curriculum facilitated by a certificated Career Technical Education teacher throughout the 10th and 11th grade in OUSD career academies and pathways. Students apply their learning in a 5 week paid summer internship, hosted by a local industry professionals and supervised by and OUSD credentialed teacher. The internship experience culminates in a mastery of demonstration of skills for success in college and career, guided by a rubric, and graded by industry experts.

**Designation**

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

**Executive Director**

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

**First Name**

Preston

**Last Name**

Thomas

**Phone**

5105792022

**Email**

preston.thomas@ousd.org

**Contract Representative**

This individual must be an employee of the contracting agency/fiscal agency and have the authority to negotiate scopes of work, budgets, and complete contracting documents. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

**First Name**

Greg

**Last Name**

Cluster

**Title**

Coordinator, WBL

**Email**

gregory.cluster@ousd.org

**Phone**

5108792247

**Address**

1000 Broadway, suite 440

**City**

Oakland

**State**

CA

**Zip**

94607

**Program Representative**

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

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Greg	Cluster	Coordinator, WBL
<b>Email</b>	<b>Phone</b>	
gregory.cluster@ousd.org	5108792247	
<b>Address</b>		
1000 Broadway, suite 440		
<b>City</b>	<b>State</b>	<b>Zip</b>
Oakland	CA	94607
<b>Service Sites</b>		

You may list up to five primary service sites and their associated contact information.

**Service Site 1**

**Site Name**  
Oakland Unified School District

**Address**  
1000 Broadway, suite 440

<b>City</b>	<b>State</b>	<b>Zip</b>
Oakland	CA	94607

**Is Contact Person the same as Program Representative?**

Yes  No

**Person Authorization to pick-up Reimbursement Payments**

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Greg	Cluster	Coordinator, WBL
<b>Phone</b>	<b>Email</b>	
5108792247	gregory.cluster@ousd.org	

**Person Authorization to pick-up Reimbursement Payments**

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
David	Lewis	Financial Services Dept. Associate
<b>Phone</b>	<b>Email</b>	
879-8856	david.lewis@ousd.org	

**DEMOGRAPHICS**

**Oakland Unified School District - Exploring College and Career Options**

Estimate the total clients your program projects to serve during the period July 1, 2018 through June 30, 2019 if funded by OFCY. For each client to be served in your OFCY-funded program, your program is required to have a signed Release of Information Form stating that the client gives permission for the Grantee to input their information into a database for purposes of evaluating program and fund

performance. Your program will be required to enter client demographic data including name, date of birth, gender, race/ ethnicity, and zip code for each participant served through OFCY funding.

<b>Total Unduplicated Youth Participants (ages 0-20)</b>		
	<b># to be Served</b>	<b>% to be Served</b>
<b>Youth Participants' Race / Ethnicity</b>		
Black or African American	94	37.60%
Hispanic or Latino	80	32.00%
White	16	6.40%
Asian (specific ethnicity unknown). If known, enter below.	48	19.20%
Asian Indian	0	0.00%
Chinese	0	0.00%
Filipino	0	0.00%
Japanese	0	0.00%
Korean	0	0.00%
Vietnamese	0	0.00%
Middle East/North Africa	0	0.00%
American Indian and Alaska Native	0	0.00%
Native Hawaiian and Other Pacific Islander	0	0.00%
Some Other Race	12	4.80%
Two or More Races	0	0.00%
<b>Total</b>	<b>250</b>	
<b>Youth Participants' Ages to be Served</b>	<b># to be Served</b>	<b>% to be Served</b>
0 - 5 years	0	0.00%
6 - 10 years	0	0.00%
11 - 15 years	0	0.00%
16-20 years	250	100.00%
<b>Total</b>	<b>250</b>	
<b>Youth Participants' Residence</b>	<b># to be Served</b>	<b>% to be Served</b>
<b>Find District</b>		
District 1	25	10.00%
District 2	32	12.80%
District 3	6	2.40%
District 4	22	8.80%
District 5	71	28.40%
District 6	34	13.60%
District 7	60	24.00%
<b>Total</b>	<b>250</b>	
<b>Youth Participants' Gender</b>	<b># to be Served</b>	<b>% to be Served</b>
Female	125	50.00%
Male	125	50.00%
Transgender	0	0.00%
<b>Total</b>	<b>250</b>	
<b>Specific Populations</b>	<b># to be Served</b>	<b>% to be Served</b>
Children with Disabilities	12	4.80%
Foster Youth	5	2.00%
Homeless Youth	3	1.20%
LGBTQ Youth	2	0.80%
Unaccompanied Minors	0	0.00%
Youth Exposed to Violence	21	8.40%

Total

43

**BUDGET**

**Oakland Unified School District - Exploring College and Career Options**

**PERSONNEL**

Lead Agency Positions	First Name	Last Name	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
Coordinator, Work Based Learning	Greg	Cluster	104250	0.40000000 00000000	41,700.00	0.00	41,700.00

Narrative for the row above

The Coordinator for Work Based Learning will coordinate the teacher PD, student internship placement process, and ECCO classroom program, but no OFCY funds are necessary to fund the .4 portion of salary.

	Per Hour Rate	# Hours	Total Vol in-kind
Volunteer Hours (In-kind)	12.25	0	.00

Narrative for the row above

NA

<b>FRINGE</b>	<b>Fringe Rate 80.19%</b>	<b>33440.00</b>	<b>0.00</b>	<b>\$33,440.00</b>
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Narrative for the row above

Calculation of benefits for the .4 Manager and .4 Coordinators salaries at 40%

<b>PERSONNEL TOTAL</b>	<b>\$75,140.00</b>	<b>\$75,140.00</b>	<b>\$0.00</b>	<b>\$75,140.00</b>
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	Total Project Budget	OFCY Funds Requested	Projected Match
<b>OTHER DIRECT COSTS</b>			
Duplicating/Copying	4000.00	0.00	4,000.00
Narrative for the row above			
Student Research and Reflection Logs and workbook for internship. \$21/student for printing, paid by Perkins funds.			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
No additional equipment to be leased to support student internship			
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
No additional equipment required to support student internship			
Facility Rental	15000.00	0.00	15,000.00
Narrative for the row above			
Facility rental expense for student final Demonstration of Mastery paid from Perkins funds			
General Office Supplies/Software	1800.00	0.00	1,800.00
Narrative for the row above			
General office supplies to support ECCO summer workshops (including teacher supplies) are paid for through the OUSD summer Programs Office			
Postage	200.00	0.00	200.00

Narrative for the row above

Postage is required to mail students, final internship paperwork and site assignments, report cards, final timesheets, and parent notifications, paid from OUSD Summer Programs budget.

Program Materials and Supplies	14500.00	0.00	14,500.00
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Narrative for the row above

Materials and supplies for ECCO program, is paid for with Perkins funds and Linked Learning Office budget.

Telephone/Internet/Communications	0.00	0.00	.00
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Narrative for the row above

There are no communications expenses

Travel/Transportation	2500.00	0.00	2,500.00
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Narrative for the row above

Travel reimbursement for 8 supervising teachers and 4 staff to make host site visits, parent orientations, and industry outreach and orientation paid for with Perkins Funds

Professional Development	63840.00	0.00	63,840.00
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Narrative for the row above

Forty hours of PD for ECCO teachers is provided at a rate of \$28 per hour. There are 19 ECCO teams of three teachers per team who receive annual ECCO PD. This amount also includes payments for substitutes on the days teachers are attending PD. These funds are provided by a combination of Perkins, Linked Learning Office budget, Summer Programs Office budget

<b>OTHER DIRECT COSTS TOTAL</b>	<b>\$101,840.00</b>	<b>\$0.00</b>	<b>\$101,840.00</b>
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**YOUTH WAGES, STIPENDS, and INCENTIVES**

**YOUTH WAGES**

Youth Wages	# of clients	Hourly Wage	Total Project Budget	OFCY Funds Requested	Projected Match
NA	0	0.00	0.00	0.00	.00

Narrative for the row above

There is no youth wage required

<b>FRINGE</b>	<b>Fringe Rate n/a</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
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Narrative for the row above

There is no Youth wage fringe rate

**YOUTH STIPEND**

Youth Stipends	# of clients	Stipend Amount	Total Project Budget	OFCY Funds Requested	Projected Match
Interns	155	1000.00	350000.00	154500.00	195,500.00

Narrative for the row above

OUSD ECCO interns will receive an \$1000 stipend for experiences of 120 - 150 hours, and \$500 for experiences of 60-75 hours

**YOUTH INCENTIVES**

Youth Incentives	# of clients	Total Project Budget	OFCY Funds Requested	Projected Match
NA	0	0.00	0.00	.00

Narrative for the row above

NA

<b>YOUTH WAGES, STIPENDS, and INCENTIVES SUBTOTAL</b>	<b>\$350,000.00</b>	<b>\$154,500.00</b>	<b>\$195,500.00</b>
	<b>Total</b>		
<b>CONSULTANTS</b>	<b>Project</b>	<b>OFCY Funds</b>	<b>Projected</b>
NA	<b>Budget</b>	<b>Requested</b>	<b>Match</b>
Narrative for the row above	0.00	0.00	.00
NA			
<b>CONSULTANTS TOTAL</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>

**SUBTOTAL WITHOUT INDIRECT COSTS (excluding subcontractor indirect costs)** **\$526,980.00 \$154,500.00 \$372,480.00**

**SUBTOTAL WITHOUT INDIRECT COSTS** **\$526,980.00 \$154,500.00 \$372,480.00**

	<b>Total</b>		
<b>Indirect Costs (cannot exceed 11% of total direct costs). Currently:</b>	<b>Project</b>	<b>OFCY Funds</b>	<b>Projected</b>
00%	<b>Budget</b>	<b>Requested</b>	<b>Match</b>
Lead Agency Indirect	0.00	0.00	.00
Narrative for the row above			
NA			
<b>TOTAL</b>			

**\$526,980.00 \$154,500.00 \$372,480.00**

**Your OFCY Award amount is \$154,500.00**



**ACTIVITIES SUMMARY**

**Oakland Unified School District - Exploring College and Career Options**

The Scope of Work - Activities Summary is read only summary view of all activities' projections. You cannot make any direct edits to this page even when your Grant Manager has approved your modification request and unlocked it. To make changes, you must edit your projections by going into each specific activity.

**Group Activities**

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			

**Work Experience**

Name	Category	Location	Projecte d # of Participa nts	Projected # of hours				Total Number of Hours
				Q1	Q2	Q3	Q4	
Academy of Art Summer Pre-College Program [18-19]	Internship s and Subsidized Employme nt	Academy of Art Summer Pre-College Program	0	0.00	0.00	0.00	0.00	0.00

**Service Description**

**Art Internship**

Alamar [18-19]	Internship s and Subsidized Employme nt	AlaMar	0	0.00	0.00	0.00	0.00	0.00
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**Service Description**

**Internship**

Alameda County Health Care Service Agency Summer Youth Internship Program [18-19]	Internship s and Subsidized Employme nt	HCSA	0	0.00	0.00	0.00	0.00	0.00
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**Service Description**

Alameda County Health Care Service Agency Summer Youth Internship Program provided OUSD students with work based learning experiences and an internship over the summer.

Allendale [18-19]	Internship s and Subsidized Employme nt	Allendale Elementary School	0	0.00	0.00	0.00	0.00	0.00
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**Service Description**

**Internship**

Alternativ es in Action at McClymonds [18-19]	Internship s and Subsidized Employme nt	Alternativ es in Action - McClymonds Youth and Family Center	0	0.00	0.00	0.00	0.00	0.00
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**Service Description**

BART - Maintenance Yard [18-19]	Internship s and Subsidized Employme nt	BART	0	0.00	0.00	0.00	0.00	0.00
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Service Description								
Student interns worked on BART trains								
BART - Office [18-19]	Internships and Subsidized Employment	BART	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Intern								
Bay Area Urban Debate League [18-19]	Internships and Subsidized Employment	Bay Area Urban Debate League	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Internship								
BAY-Peace [18-19]	Internships and Subsidized Employment	BAY - Peace	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Internship								
Boalt Youth Law [18-19]	Internships and Subsidized Employment	Boalt Youth Law	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Internship								
CalTrans [18-19]	Internships and Subsidized Employment	CalTrans	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Internship								
CCPA [18-19]	Internships and Subsidized Employment	CCPA	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Internship								
Centro Infantil CDC [18-19]	Internships and Subsidized Employment	Centro Infantil Child Development Center	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Internship								
Chabot Space & Science [18-19]	Internships and Subsidized Employment	Chabot Space & Science Center	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Internship								
chamber of commerce [18-19]	Internships and Subsidized Employment	Chamber of Commerce	0	0.00	0.00	0.00	0.00	0.00
Service Description								
Internship								
City of Oakland - Fiscal Services	Internships and Subsidized	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00

Division [18-19]	Employment							
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
City of Oakland IT Department [18-19]	Internship s and Subsidized Employment	City of Oakland IT Department	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Communi ty Reading Buddies[1 8-19]	Internship s and Subsidized Employment	Communi ty Reading Buddies	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Court: Civil Division[1 8-19]	Internship s and Subsidized Employment	Court: Civil Division	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Cypress Mandela[1 8-19]	Internship s and Subsidized Employment	Cypress Mandela	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
DeFremer y[18-19]	Internship s and Subsidized Employment	DeFremer y	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Dripline[1 8-19]	Internship s and Subsidized Employment	Dripline	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
E14 Gallery[18 -19]	Internship s and Subsidized Employment	E14 Gallery	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
East Oakland Boxing Associatio n[18-19]	Internship s and Subsidized Employment	East Oakland Boxing Associatio n	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
EBMUD[18 -19]	Internship s and Subsidized Employment	EBMUD	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								

Emerson CDC[18-19]	Internships and Subsidized Employment	Emerson CDC	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Internship									
Farmers Insurance[18-19]	Internships and Subsidized Employment	Farmers Insurance	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Internship									
Food Co[18-19]	Internships and Subsidized Employment	Food Co	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Internship									
Genesys Works[18-19]	Internships and Subsidized Employment	Genesys Works	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Internship									
Girls Inc[18-19]	Internships and Subsidized Employment	girls inc	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Internship									
Harbor House[18-19]	Internships and Subsidized Employment	Harbor House	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Internship									
HEAL Summer Internship Program-Alameda Health System [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Hosted OUSD Students as interns during Summer 2016									
Jeaja Wear [18-19]	Internships and Subsidized Employment	JEAJA Clothing Design/SUDAWorks (Fab Lab/Growing Together)	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Internship									
KTOP [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	
<b>Service Description</b>									
Hosted OUSD Students as interns during Summer 2016									

Lake Merritt Dental [18-19]	Internships and Subsidized Employment	Lake Merritt Dental	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Laney College CTE Program [18-19]	Internships and Subsidized Employment	Laney - CUL 234	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Laney College Career Tech Ed Program as Internship								
Lawrence Hall of Science - We Share Solar Suitcase [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Hosted OUSD Students as interns during Summer 2016								
Lockwood CDC [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
Media Enterprise Alliance at KDOL TV [18-19]	Internships and Subsidized Employment	KDOL	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship toward video production skills								
Metro Golf Links [18-19]	Internships and Subsidized Employment	Metro Golf Links	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Intern at Golf Course								
Mohari Wellness [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Students Interned at the Mohari Wellness Center								
Oakland Fire Department [18-19]	Internships and Subsidized Employment	Oakland Fire Department	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Oakland Leaf [18-19]	Internships and Subsidized Employment	Oakland Leaf	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Oakland Public Ed Fund [18-19]	Internships and Subsidized Employment	Oakland Ed Fund	0	0.00	0.00	0.00	0.00	0.00

<b>Service Description</b>									
Internship									
Oakland Public Library (88th Ave - Elmhurst Branch) [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Office of AIDS Administration [18-19]									
Office of AIDS Administration [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Hosted OUSD Students as interns during Summer 2016									
OUSD - ECCO [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Hosted OUSD Students as interns during Summer 2016									
OUSD - Restorative Justice [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Hosted OUSD Students as Interns during Summer 2016									
OUSD - Smart Center [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Hosted OUSD Students as interns during Summer 2016									
OUSD Pre-K [18-19]	Internships and Subsidized Employment	OUSD Pre-K Summer Learning (Fruitvale Elementary)	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Early Childhood Education Internship									
OUSD Pre-K Summer Learning (Garfield Elementary) [18-19]	Internships and Subsidized Employment	OUSD Pre-K Summer Learning (Garfield Elementary)	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Early Childhood Ed Internship									
OUSD Pre-K Summer Learning (Oakland Pride) [18-19]	Internships and Subsidized Employment	OUSD Pre-K Summer Learning (Oakland Pride)	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Early Childhood Ed Internship									
OUSD Summer Learning @ Bret Harte [18-19]	Internships and Subsidized Employment	OUSD Summer Learning (Bret Harte)	0	0.00	0.00	0.00	0.00	0.00	0.00

<b>Service Description</b>									
Education internship									
OUSD Talent Department [18-19]	Internships and Subsidized Employment	OUSD talent	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Talent / Clerical Support for OUSD									
<b>Service Description</b>									
Projections - FT ECCO Summer 18 Internships [18-19]									
Projections - FT ECCO Summer 18 Internships [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	310	34720.00	0.00	0.00	0.00	0.00	34720.00
<b>Service Description</b>									
This is a projection placeholder for July 1- July 28									
<b>Service Description</b>									
Projections - PT ECCO Summer 18 Internships [18-19]									
Projections - PT ECCO Summer 18 Internships [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	40	2400.00	0.00	0.00	0.00	0.00	2400.00
<b>Service Description</b>									
Placeholder projection for July 1 - July 28									
<b>Service Description</b>									
Reading Buddies [18-19]									
Reading Buddies [18-19]	Internships and Subsidized Employment	Laurel CDC	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Early Childhood Ed Internship									
<b>Service Description</b>									
Rose Foundation [18-19]									
Rose Foundation [18-19]	Internships and Subsidized Employment	Rose Foundation	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Environmental Organizing Internship									
<b>Service Description</b>									
Social Justice Collaborative [18-19]									
Social Justice Collaborative [18-19]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Students received were trained and interned with the Social Justice Collaborative during the summer.									
<b>Service Description</b>									
SPCA [18-19]									
SPCA [18-19]	Internships and Subsidized Employment	SPCA	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
SPCA Internship									
<b>Service Description</b>									
Sprouts Cooking Club Internships [18-19]									
Sprouts Cooking Club Internships [18-19]	Internships and Subsidized Employment	Sprouts Cooking (Boulevard Restaurant)	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Cooking Internship									
<b>Service Description</b>									
Stay Home [18-19]									
Stay Home [18-19]	Internships and Subsidized Employment	Stay Home	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>									
Stay Home Hotel Development .									

SUDAWorks [18-19]	Internships and Subsidized Employment	SUDAWorks	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Tech Exchange [18-19]	Internships and Subsidized Employment	OTX	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Computer Refurbishing Internship								
United Nations CDC [18-19]	Internships and Subsidized Employment	United Nations CDC	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Visit Oakland [18-19]	Internships and Subsidized Employment	Visit Oakland	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Tourism exposure internship								
Waterside Workshop [18-19]	Internships and Subsidized Employment	Waterside Bike	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
YMCA [18-19]	Internships and Subsidized Employment	YMCA	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
Youth Together [18-19]	Internships and Subsidized Employment	Skyline High School	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Youth Together internship								
Yuk Yao CDC [18-19]	Internships and Subsidized Employment	Yuk Yao CDC	0	0.00	0.00	0.00	0.00	0.00
<b>Service Description</b>								
Internship								
<b>Total</b>			<b>350</b>	<b>37120.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>37120.00</b>
<b>Total Program Budget</b>			<b>OFCY Grant Requested</b>			<b>Total Match</b>		
\$526,980.00			\$154,500.00			\$372,480.00		
<b>Total Unduplicated Youth Participants</b>								
250								
<b>Total Units of Service</b>								
37120								
<b>OFCY Cost Per Unduplicated Participant</b>			<b>Total Cost Per Unduplicated Participant</b>			<b>Average Hours of Service per Unduplicated Participant</b>		
\$618.00			\$2,107.92			148.48		



# Combined Grants Schedules



Business Name Oakland Unified School District Phone 510-879-3500 Email david.yusem@ousd.org  
 Address 1000 Broadway City Oakland State CA Zip 94607 Federal ID # 94-6000385  
 City of Oakland Business License Number N/A Completed by: \_\_\_\_\_ Phone if different 510-879-8535

**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:

Questions	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4500
(2) How many of your permanent employees are paid above the Living Wage rate?	911
(3) How many of your permanent employees are paid below the Living Wage rate?	N/A
(4) Number of compensated days off per employee? (Refer to item “a” above)	per 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.	school district

**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. \_\_\_\_\_ (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) OEA, SEIU, CSEA, AFSCME, TEAMSTERS, BTC, UAOS

**Section B. Compliance**

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

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

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

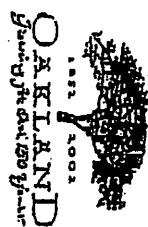
**Oakland's Minimum Wage Law - (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial: MM

**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: Maria McWilliams Title: General Counsel  
Signature: [Handwritten Signature] Date: 5/15/18

**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>



# 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

## Schedule Q

### INSURANCE REQUIREMENTS

(Revised 05/06/16)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$ \_\_\_\_\_ each claim and \$ \_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Child Sexual/Abuse insurance.** If Contractor will have unsupervised (parent or guardian not present, or if on School property, School official not present) contact with persons under the age of 18 years, Contractor shall maintain child sexual/abuse insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and

- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall

be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.



**Chan, Jasmine**

---

**From:** Kim, Scott S  
**Sent:** Monday, August 27, 2018 11:16 AM  
**To:** Bailey, Michael  
**Cc:** Chan, Jasmine  
**Subject:** RE: Oakland Unified School District insurance review

Thanks Michael!

Jasmine, I'll drop off OUSD's contract today.

Scott Kim  
Program Analyst  
Oakland Fund for Children and Youth  
150 Frank Ogawa Plaza, Suite 4216  
Oakland, CA 94612  
510.238.2209  
sskim@oaklandca.gov  
www.ofcy.org

-----Original Message-----

**From:** Bailey, Michael  
**Sent:** Monday, August 27, 2018 11:02 AM  
**To:** Kim, Scott S <SSKim@oaklandca.gov>  
**Subject:** RE: Oakland Unified School District insurance review

Scott,

OUSD meets the City's insurance requirements.

Thanks,

Michael Bailey  
Risk Management  
(510) 986-2898

-----Original Message-----

**From:** Kim, Scott S  
**Sent:** Thursday, August 23, 2018 3:38 PM  
**To:** Bailey, Michael <MBailey@oaklandca.gov>  
**Subject:** RE: Oakland Unified School District insurance review

Hi Michael,

Please review the revised insurance docs with more specificity for Certificate Holder.

# CERTIFICATE OF COVERAGE

Issue Date  
**7/13/2018**

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

510-986-6750  
 www.keenan.com

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.**

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

**ENTITIES AFFORDING COVERAGE:**

- ENTITY A: **Northern California ReLIEF**
- ENTITY B:
- ENTITY C:
- ENTITY D:
- ENTITY E:

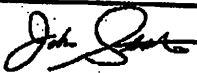
**THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-10	7/1/2018 7/1/2019	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-10	7/1/2018 7/1/2019	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-10	7/1/2018 7/1/2019	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-10	7/1/2018 7/1/2019	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> W/C STATUTORY LIMITS   <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	
	<b>OTHER</b>			\$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
 As respects to the agreement between the City of Oakland and Oakland Unified School District for the Oakland Fund for Children and Youth grant through the coverage expiration date.

**CERTIFICATE HOLDER:**  
**City of Oakland**  
 Attn: Sandra Taylor, Dept. of HR  
 150 Frank H. Ogawa Plaza, Suite 4216  
 Oakland CA 94612

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

  
**John Stephens**  
 AUTHORIZED REPRESENTATIVE

**DISCLAIMER**

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

**ENDORSEMENT  
ADDITIONAL COVERED PARTY**

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-10	Keenan & Associates

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

**Additional Covered Party:**

City of Oakland  
160 Frank H. Ogawa Plaza  
Oakland CA 94612

**As Respects:**

As respects to the grant agreement between the City of Oakland and Oakland Unified School District for the Summer PreK program through the coverage expiration date.

The City of Oakland, its Council members, directors, officers, agents, employees and volunteers are included as an additional Covered Party. This coverage shall be primary to the Certificate Holder's coverage.



\_\_\_\_\_  
Authorized Representative

Issue Date: 7/13/2018

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-2676

**CERTIFICATE OF COVERAGE**

07/13/2018

**CSAC Excess Insurance Authority**

C/O ALLIANT INSURANCE SERVICES, INC.  
 PO BOX 8450  
 NEWPORT BEACH, CA 92658-8450  
 PHONE (949) 756-0271 / FAX (819) 699-0901  
 LICENSE #0C36861

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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:  
 OAKLAND UNIFIED SCHOOL DISTRICT  
 ATTN: REBECCA LITTLEJOHN  
 1000 BROADWAY SUITE 440  
 OAKLAND, CA 94607

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER 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 BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2018	07/01/2019	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention  EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND CITY OF OAKLAND FOR STUDENT ENGAGEMENT IN RESTORATIVE JUSTICE AT CASTLEMONT AND OAKLAND TECHNICAL HIGH SCHOOLS.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST CITY OF OAKLAND PURSUANT TO ENDORSEMENT NUMBER U-4.

**Certificate Holder**

CITY OF OAKLAND  
 DEPARTMENT OF HUMAN SERVICES  
 ATTN: SANDRA TAYLOR, MANAGER  
 150 FRANK H. OGAWA PLZ, STE 4216  
 OAKLAND, CA 94612-2092

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

**AUTHORIZED REPRESENTATIVE**



CSAC EXCESS INSURANCE AUTHORITY

**CSAC EXCESS INSURANCE AUTHORITY  
EXCESS WORKERS' COMPENSATION PROGRAM  
2018/2019 SCHEDULE OF INSURERS  
OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA-PE 18 EWC-158	<b>Workers' Compensation and Employers' Liability:</b> <b>\$2,500,000</b> each accident/each employee for disease (Difference between \$2,500,000 and the individual member's retention)
Safety National Casualty Corporation	SP 4056981	<b>Workers' Compensation:</b> <b>Statutory</b> each accident/each employee for disease excess of \$2,500,000 <b>Employers Liability:</b> <b>\$2,500,000</b> each accident/each employee for disease excess of \$2,500,000

**ENDORSEMENT NO. U-4**

**CSAC EXCESS INSURANCE AUTHORITY  
EXCESS WORKERS' COMPENSATION**

**WAIVER OF SUBROGATION ENDORSEMENT**

It is understood and agreed that Section VIII. SUBROGATION of the CONDITIONS section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

**VIII. SUBROGATION:** In the event of any payment under this Memorandum, the Authority shall be subrogated, to the extent of such payment, to all the Covered Party's rights of recovery therefore, and the Covered Party's shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: The Authority shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the Covered Party's. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the Covered Party's and the Authority in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Authority, the expenses thereof shall be borne by the Authority.

It is further agreed that nothing herein shall act to increase the Authority's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and

Effective Date: June 25, 2018

Memorandum No.: EIA 18 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 25, 2018

  
Authorized Representative  
CSAC Excess Insurance Authority



## HIGH SCHOOL LINKED LEARNING

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November 29, 2018

TO: Famlin Chao  
General Accounting

FROM: Cynthia Slater  
High School Linked Learning Office

SUBJECT: Check Deposit – City of Oakland

Please deposit the attached check from the City of Oakland, in the amount of \$154,500.00 to High School Linked Learning, Site 912, Resource 9121.

If you have any questions, please feel free to contact me @ 510 879-8823 or [cynthia.slater@ousd.org](mailto:cynthia.slater@ousd.org). Thank you.

CS:cs  
Check Deposit Memo  
City of Oakland check # 984819  
Attachments:  
Check



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

VENDOR NO. 36074

CHECK NUMBER 984819

INVOICE NUMBER	DESCRIPTION	NET AMOUNT
1819OUSDECCO-Q1	H75E021-19(SKIM)FY1819 Q1-ECCO	154,500.00
		154,500.00

THE FACE OF THIS CHECK IS BLUE. THE BACK CONTAINS A SIMULATED WATERMARK

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

JPMorgan Chase Bank, N.A.  
Sacramento, California

80-7162  
3222

CHECK # 984819

DATE 25-Oct-2018

AMOUNT \$ \*\*154,500.00

One Hundred Fifty-Four Thousand Five Hundred Dollars And Zero Cents\*\*\*\*\*

PAY TO THE ORDER OF OAKLAND UNIFIED SCHOOL DISTRICT  
1000 BROADWAY  
SUITE 450  
OAKLAND, CA, 94607



TWO SIGNATURES REQUIRED  
VOID AFTER 180 DAYS

⑈984819⑈ ⑆32227⑆627⑆

563285720⑈

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

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

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 BROADWAY  
SUITE 450  
OAKLAND, CA, 94607

CTP SOLUTIONS (818) 597-1222

File ID Number	18-0073
Introduction Date	2-28-2018
Enactment Number	18-0297
Enactment Date	2-28-2018 er
By	



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

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

To: Board of Education

From: Kyla Johnson Trammell, Superintendent

Subject: First Amendment to the Grant Agreement between the City of Oakland and Oakland Unified School District

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of Grant Amendment between the District and the City of Oakland, for fiscal year 2017/18, amending the original Grant Agreement dated July 1, 2016, for High School Academy Internships, as specified in the agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

**BACKGROUND:**

The Grant Amendment for the District for fiscal year 2017-18 was submitted for funding as indicated in the chart below.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
18-0073	Yes	Grant Amendment	Oakland Unified School District's High School Linked Learning Office	The grant will support the funding of high school internships	July 1, 2017 through June 30, 2018	City of Oakland's Kids First - Oakland Fund for Children and Youth	\$150,000.00

**DISCUSSION**

This grant allows the High School Linked Learning Office to offer student stipends to cover cost (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.

**FISCAL IMPACT**

The total amount of the grant will be provided to the High School Linked Learning Office from the funder.

- Grant valued at: \$150,000.00

**RECOMMENDATION**

Approval and acceptance by the Board of Education, of Grant Agreement between Oakland Unified School District and the City of Oakland, for fiscal year 2017-18.

**ATTACHMENTS:**


Grant Face Sheet, Grant Agreement and original Grant Agreement.

OUSD Grants Management Face Sheet 2017/18

<b>Title of Grant:</b> City of Oakland	<b>Funding Cycle Dates:</b> July 1, 2017 – June 30, 2018
<b>Grant's Fiscal Agent:</b> City of Oakland	<b>Grant Amount for Full Funding Cycle:</b> \$150,000.00
<b>Funding Agency:</b> City of Oakland	<b>Grant Focus:</b> High School Academy Internships
<b>List all School(s) or Department(s) to be Served:</b> Oakland high schools/High School Linked Learning Office	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant allows the HSLLO to offer student stipends to cover costs (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.
How will this grant be evaluated for impact upon student achievement?	HSLLO staff will provide OFCY with student data re: attendance at internships, grades in summer internship course (ECCO), and industry partner feedback. Additionally, a student demonstration of mastery will be held at the close of the summer internship program to which all partners will be invited.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, we must show an in kind match of funds in support of the program. We easily match with personnel dedicated to the planning and oversight of the summer internship program.
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 for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Rebecca Lacocque, Director High School Linked Learning 1000 Broadway, Suite 440 Oakland, CA 94607  510 879-4118 rebecca.lacocque@ousd.org

**Applicant Obtained Approval Signatures:**

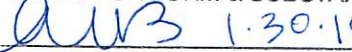
Entity	Name/s	Signature/s	Date
Principal			
Department Head	Preston Thomas		1/18/18

**Grant Office Obtained Approval Signatures:**

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

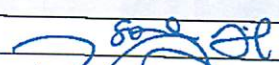

By:  1.30.18  
Amy Brandt, Attorney at Law

OUSD Grants Management Face Sheet 2017/18

<b>Title of Grant:</b> City of Oakland	<b>Funding Cycle Dates:</b> July 1, 2017 – June 30, 2018
<b>Grant's Fiscal Agent:</b> City of Oakland	<b>Grant Amount for Full Funding Cycle:</b> \$150,000.00
<b>Funding Agency:</b> City of Oakland	<b>Grant Focus:</b> High School Academy Internships
<b>List all School(s) or Department(s) to be Served:</b> Oakland high schools/High School Linked Learning Office	


Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant allows the HSLLO to offer student stipends to cover costs (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.
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Does the grant require any resources from the school(s) or district? If so, describe.	Yes, we must show an in kind match of funds in support of the program. We easily match with personnel dedicated to the planning and oversight of the summer internship program.
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 for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Rebecca Lacocque, Director High School Linked Learning 1000 Broadway, Suite 440 Oakland, CA 94607  510 879-4118 rebecca.lacocque@ousd.org

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Sr. Deputy Chief	Sondra Aquilera		2/15/17
Department Head	Preston Thomas		1/18/18

**Grant Office Obtained Approval Signatures:**

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:  1.30.18  
Amy Brandt, Attorney at Law

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

This AMENDMENT No. 1 dated July 1, 2017 (the "First Amendment") is made by and between the CITY OF OAKLAND, a municipal corporation ("City"), and Oakland Unified School District, a California public entity ("Grantee"). It amends the original Grant Agreement dated July 1, 2016 with the City.

**RECITALS**

**WHEREAS**, the Parties entered into the Original Agreement for the amount of \$150,000.00, for a term of one year ending June 30, 2017 (the "Original Agreement") to fund certain children and youth-related programs as described in the Scope of Work (Attachment A) and Budget (Attachment B) to the Original Agreement, pursuant to City Council Resolution No 86226 C.M.S.; and

**WHEREAS**, the City Council, pursuant to City of Oakland Resolution No. 86797 has allocated an additional year of funding for the year ending June 30, 2018 to the Grantee to continue its children and youth related programs; and

**WHEREAS**, the Parties wish to amend the Original Agreement for the term July 1, 2017 through June 30, 2018 as provided herein.

The Parties hereby agree to amend the Original Agreement as follows:

**1. Time for Performance**

The time for performance of the Original Agreement is extended through June 30, 2018.

**2. Scope of Work**

Schedule A-1 ("Scope of Work") attached hereto and incorporated herein by reference shall become part of the Original Agreement, and governs the Grantees performance obligations for the term of this First Amendment. All references to "Schedule A" in the Original Agreement, are hereby amended to include "Schedule A-1" for the period of this First Amendment.

**3. Compensation**

Grantee's funding for performance of the Scope of Work of "Schedule A-1" shall be in an amount based upon actual costs, but that will be "Capped" so as not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) for services provided under this First Amendment (as set forth in Schedule B-1 "Budget"). All references to "Schedule B" in the Original Agreement, are hereby amended to include "Schedule B-1" for the period of this First Amendment. The total grant amount over the entire contract period (including the Original Agreement and this First Amendment combined) shall not to exceed THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00).

Upon execution of this First Amendment, Grantee may be advanced an amount not to exceed THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) (20% of total First

Amendment compensation). The advance will be offset against future invoices of the Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed.

**4. Living Wage Adjustments**

Effective July 1, 2017, the minimum compensation for Grantee's employees who perform services under or related to the Grant Agreement is the hourly wage rate of \$13.32 per hour if Grantee provides health benefits, or \$15.31 per hour if the Grantee does not provide health benefits to its employees.

**5. Dispute Disclosure**

Grantee has disclosed to the City any and all pending disputes with the City of Oakland prior to execution of this First Amendment. The City will provide a form for such disclosure upon Grantee's request. Failure to disclose pending disputes prior to execution of this First Amendment shall be a basis for termination of the Agreement.

**6. Attachments**

Grantee affirms that it has completed and attached all of the following documents, which are incorporated into this First Amendment by this reference, and made a part hereof.

- Exhibit A-1 – Scope of Services and Budget
- Combined Schedule C-1, K, N, N-1, P, V, Minimum Wage, and Affirmative Action.
  - C-1 – Declaration of Compliance with Americans with Disabilities Act
  - K – Pending Dispute Disclosure
  - N - Declaration Of Compliance With Living Wage Ordinance
  - N-1 – Equal Benefits – Declaration of Nondiscrimination
  - P – Nuclear Free Zone
  - V – Affidavit of Non-disciplinary or Investigatory Action
  - Acknowledgment of Oakland's Minimum Wage Law
  - Certification re Oakland's Affirmative Action policy
- Schedule E - Project Consultants Team Form
- Schedule O - Acknowledgment of City of Oakland Campaign Contributions
- Schedule Q (Revised 1/13/17) - Insurance Requirements

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.

City:  
CITY OF OAKLAND,  
a California municipal corporation  
*Debraj Banerjee* *7/11/18*  
City Administrator's Office (Date)

*Paul King* *8/30/17*  
Department Head (Date)

Approved for form and legality:  
*[Signature]* *Aug 28, 2017*  
City Attorney's Office (Date)

Grantee:  
OAKLAND UNIFIED SCHOOL  
DISTRICT,  
a California public entity  
*[Signature]* *8/30/17*  
Signature (Date)

*Preston Thomas*  
Print Name

*E.D. College + Career Readiness*  
Title

Resolution No. *86792*  
Account No.: \_\_\_\_\_  
Business License No. : \_\_\_\_\_

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

By: *[Signature]*  
Amy Brandt, Attorney at Law  
*1.30.18*

**COVER PAGE**

**Oakland Unified School District - Exploring College and Career Options**

If your agency or program undergoes any staff changes, please remember to update the cover page.

**Strategy Area**

Transitions to Adulthood

**Strategy**

Career Awareness and Academic Support for Older Youth

**Applicant/Fiscal Sponsor**

**Organization/Public Agency Name**

Linked Learning Office

**Project Title**

Exploring College and Career Options

**Project Website**

N/A

**Project Description (600 character max.)**

Exploring College and Career Options in Oakland (ECCO) provides a linked college and career curriculum facilitated by a certificated Career Technical Education teacher throughout the 10th and 11th grade in OUSD career academies and pathways. Students apply their learning in a 5 week paid summer internship, hosted by a local industry professionals and supervised by and OUSD credentialed teacher. The internship experience culminates in a mastery of demonstration of skills for success in college and career, guided by a rubric, and graded by industry experts.

**Designation**

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

**Executive Director**

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

**First Name**

Preston

**Last Name**

Thomas

**Phone**

5105792022

**Email**

preston.thomas@ousd.org

**Contract Representative**

This individual must be an employee of the contracting agency/fiscal agency and have the authority to negotiate scopes of work, budgets, and complete contracting documents. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

**First Name**

Greg

**Last Name**

Cluster

**Title**

Coordinator, WBL

**Email**

gregory.cluster@ousd.org

**Phone**

5108792247

**Address**

1000 Broadway, suite 440

**City**

Oakland

**State**

CA

**Zip**

94607



**Program Representative**

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

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Greg	Cluster	Coordinator, WBL
<b>Email</b>	<b>Phone</b>	
gregory.cluster@ousd.org	5108792247	
<b>Address</b>		
1000 Broadway, suite 440		
<b>City</b>	<b>State</b>	<b>Zip</b>
Oakland	CA	94607
<b>Service Sites</b>		

You may list up to five primary service sites and their associated contact information.

**Service Site 1****Site Name**

Oakland Unified School District

**Address**

1000 Broadway, suite 440

<b>City</b>	<b>State</b>	<b>Zip</b>
Oakland	CA	94607

**Is Contact Person the same as Program Representative?**

Yes  No

**Person Authorization to pick-up Reimbursement Payments**

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Greg	Cluster	Coordinator, WBL
<b>Phone</b>	<b>Email</b>	
5108792247	gregory.cluster@ousd.org	

**Person Authorization to pick-up Reimbursement Payments**

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
David	Lewis	Financial Services Dept. Associate
<b>Phone</b>	<b>Email</b>	
879-8856	david.lewis@ousd.org	

**DEMOGRAPHICS****Oakland Unified School District - Exploring College and Career Options**

Estimate the total clients your program projects to serve during the period July 1, 2016 through June 30, 2017 if funded by OFCY. For each client to be served in your OFCY-funded program, your program is required to have a signed Release of Information Form stating that the client gives permission for the Grantee to input their information into a database for purposes of evaluating program and fund

performance. Your program will be required to enter client demographic data including name, date of birth, gender, race/ ethnicity, and zip code for each participant served through OFCY funding.

**Total Unduplicated Youth Participants (ages 0-20)**

Youth Participants' Race / Ethnicity	# to be Served	% to be Served
	250	
Black or African American	94	37.60%
Hispanic or Latino	80	32.00%
White	16	6.40%
Asian (specific ethnicity unknown). If known, enter below.	48	19.20%
Asian Indian	0	0.00%
Chinese	0	0.00%
Filipino	0	0.00%
Japanese	0	0.00%
Korean	0	0.00%
Vietnamese	0	0.00%
Middle East/North Africa	0	0.00%
American Indian and Alaska Native	0	0.00%
Native Hawaiian and Other Pacific Islander	0	0.00%
Some Other Race	12	4.80%
Two or More Races	0	0.00%
<b>Total</b>	<b>250</b>	
Youth Participants' Ages to be Served	# to be Served	% to be Served
0 - 5 years	0	0.00%
6 - 10 years	0	0.00%
11 - 15 years	0	0.00%
16-20 years	250	100.00%
<b>Total</b>	<b>250</b>	
Youth Participants' Residence	# to be Served	% to be Served
<b>Find District</b>		
District 1	25	10.00%
District 2	32	12.80%
District 3	6	2.40%
District 4	22	8.80%
District 5	71	28.40%
District 6	34	13.60%
District 7	60	24.00%
<b>Total</b>	<b>250</b>	
Youth Participants' Gender	# to be Served	% to be Served
Female	125	50.00%
Male	125	50.00%
Transgender	0	0.00%
<b>Total</b>	<b>250</b>	
Specific Populations	# to be Served	% to be Served
Children with Disabilities	12	4.80%
Foster Youth	5	2.00%
Homeless Youth	3	1.20%
LGBTQ Youth	2	0.80%
Unaccompanied Minors	0	0.00%
Youth Exposed to Violence	21	8.40%

Total

43

**BUDGET**

**Oakland Unified School District - Exploring College and Career Options**

**PERSONNEL**

Lead Agency	First Name	Last Name	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
Coordinator, Work Based Learning	Greg	Cluster	104250	0.40000000 00000000	41,700.00	0.00	41,700.00

Narrative for the row above

The Coordinator for Work Based Learning will coordinate the teacher PD, student internship placement process, and ECCO classroom program, but no OFCY funds are necessary to fund the .4 portion of salary.

	Per Hour Rate	# Hours	Total Vol in-kind
Volunteer Hours (In-kind)	12.25	122940	1,506,015.00
			7,500.00

Please note, only up to 5% of the total OFCY funds requested will be counted toward the projected match for Volunteer Hours.

Narrative for the row above

250 Individual mentors who supervise an ECCO intern donate 150 hours of student mentoring. An additional 120 volunteers provide 5 hours of their time by conducting mock interviews, resume reviews, and financial literacy and dress for success workshops .

<b>FRINGE</b>	0.00	30,732	30,732.00	0.00	30,732.00
---------------	------	--------	-----------	------	-----------

Narrative for the row above

Calculation of benefits for the .4 Manager and .4 Coordinators salaries at 40%

<b>PERSONNEL TOTAL</b>			<b>\$75,140.00</b>	<b>\$0.00</b>	<b>\$75,140.00</b>
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**OTHER DIRECT COSTS**

	Total Project Budget	OFCY Funds Requested	Projected Match
Duplicating/Copying	4000.00	0.00	4,000.00
Narrative for the row above			
Student Research and Reflection Logs and workbook for internship. \$21/student for printing, paid by Perkins funds.			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
No additional equipment to be leased to support student internship			
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
No additional equipment required to support student internship			
Facility Rental	15000.00	0.00	15,000.00
Narrative for the row above			
Facility rental expense for student final Demonstration of Mastery paid from Perkins funds			
General Office Supplies/Software	1800.00	0.00	1,800.00
Narrative for the row above			
General office supplies to support ECCO summer workshops (including teacher supplies) are paid for through the OUSD summer Programs Office			

Postage	200.00	0.00	200.00
Narrative for the row above			
Postage is required to mail students, final internship paperwork and site assignments, report cards, final timesheets, and parent notifications, paid form OUSD Summer Programs budget.			
Program Materials and Supplies	14500.00	0.00	14,500.00
Narrative for the row above			
Materials and supplies for ECCO program, is paid for with Perkins funds and Linked Learning Office budget.			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above			
There are no communications expenses			
Travel/Transportation	2500.00	0.00	2,500.00
Narrative for the row above			
Travel reimbursement for 8 supervising teachers and 4 staff to make host site visits, parent orientations, and industry outreach and orientation paid for with Perkins Funds			
Professional Development	63840.00	0.00	63,840.00
Narrative for the row above			
Forty hours of PD for ECCO teachers is provided at a rate of \$28 per hour. There are 19 ECCO teams of three teachers per team who receive annual ECCO PD. This amount also includes payments for substitutes on the days teachers are attending PD. These funds are provided by a combination of Perkins, Linked Learning Office budget, Summer Programs Office budget			
<b>OTHER DIRECT COSTS TOTAL</b>	<b>\$101,840.00</b>	<b>\$0.00</b>	<b>\$101,840.00</b>

**YOUTH WAGES, STIPENDS, and INCENTIVES**  
**YOUTH WAGES**

Youth Wages	# of clients	Hourly Wage	Total Project Budget	OFCY Funds Requested	Projected Match
NA	0	0.00	0.00	0.00	.00
Narrative for the row above					
There is no youth wage required					
<b>FRINGE</b>	<b>Fringe Rate n/a</b>		<b>0.00</b>	<b>0.00</b>	<b>0</b>
Narrative for the row above					
There is no Youth wage fringe rate					

**YOUTH STIPEND**

Youth Stipends	# of clients	Stipend Amount	Total Project Budget	OFCY Funds Requested	Projected Match
Interns	187	800.00	150000.00	150000.00	.00
Narrative for the row above					
OUSD ECCO interns will receive an \$800 stipend for a full time internships of 150 hours					

**YOUTH INCENTIVES**

Youth Incentives	# of clients	Total Project Budget	OFCY Funds Requested	Projected Match
NA		0	0.00	0.00
Narrative for the row above				
NA				

**YOUTH WAGES, STIPENDS, and INCENTIVES SUBTOTAL**                      **\$150,000.00** **\$150,000.00**                      **\$0.00**

	Total Project Budget	OFCY Funds Requested	Projected Match
<b>CONSULTANTS</b>			
NA	0.00	0.00	.00
Narrative for the row above			
NA			
<b>CONSULTANTS TOTAL</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>

**SUBTOTAL WITHOUT INDIRECT COSTS (excluding subcontractor indirect costs) \$326,980.00 \$150,000.00 \$176,980.00**

~~SUBTOTAL WITHOUT INDIRECT COSTS \$326,980.00 \$150,000.00 \$176,980.00~~

	Total Project Budget	OFCY Funds Requested	Projected Match
<b>Indirect Costs (cannot exceed 11% of total direct costs). Currently:</b>			
00%			
Lead Agency Indirect	0.00	0.00	.00
Narrative for the row above			
NA			
<b>TOTAL</b>	<b>\$326,980.00</b>	<b>\$150,000.00</b>	<b>\$176,980.00</b>

**Your OFCY Award amount is \$150,000.00**

**ACTIVITIES SUMMARY**

**Oakland Unified School District - Exploring College and Career Options**

The Scope of Work - Activities Summary is read only summary view of all activities' projections. You cannot make any direct edits to this page even when your Grant Manager has approved your modification request and unlocked it. To make changes, you must edit your projections by going into each specific activity.

**Group Activities**

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			

Name	Category	Location	Projected # of Participants	Projected # of hours				Total Number of Hours
				Q1	Q2	Q3	Q4	

Alameda County Health Care Services Agency Summer Youth Internship Program [17-18]	Internships and Subsidized Employment	HCSA	0	0.00	0.00	0.00	0.00	0.00	0.00
--	---------------------------------------	------	---	------	------	------	------	------	------

**Service Description**

Alameda County Health Care Services Agency Summer Youth Internship Program provided OUSD students with work based learning experiences and an internship over the summer.

Allendale Elementary School [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
-------------------------------------	---------------------------------------	-----------------------	---	------	------	------	------	------	------

**Service Description**

Students interned at Allendale Elementary School

BART - Maintenance Yard 17-18	Internships and Subsidized Employment	BART	0	0.00	0.00	0.00	0.00	0.00	0.00
-------------------------------	---------------------------------------	------	---	------	------	------	------	------	------

**Service Description**

Student interns are learning to fix BART trains

City of Oakland - Bureau of Administration, Division of Public Services [17-18]	Internships and Subsidized Employment	City of Oakland Fiscal	0	0.00	0.00	0.00	0.00	0.00	0.00
---	---------------------------------------	------------------------	---	------	------	------	------	------	------

**Service Description**

Hosted OUSD Students as interns during Summer 2016

City of Oakland - Fiscal Services Division [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
--	---------------------------------------	-----------------------	---	------	------	------	------	------	------

**Service Description**

Hosted OUSD Students as interns during Summer 2016

Coliseum College Prep	Internships and Subsidized	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00	
-----------------------	----------------------------	-----------------------	---	--------	------	------	------	--------	--

Academy Employment  
[17-18]

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

East Bay

Academy

for Young

Scientists

UC

Berkeley,

Lawrence

Hall of

Science

[17-18]

Internship

s and

Subsidized

Employment

nt

OUSD

ECCO

Internship

s

1

150.00

0.00

0.00

0.00

150.00

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

East Bay

Municipal

Utility

District

(EBMUD)

[17-18]

Internship

s and

Subsidized

Employment

nt

OUSD

ECCO

Internship

s

8

1200.00

0.00

0.00

0.00

1200.00

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

East Bay

SPCA

[17-18]

Internship

s and

Subsidized

Employment

nt

OUSD

ECCO

Internship

s

1

150.00

0.00

0.00

0.00

150.00

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

East

Oakland

Boxing

Association

[17-18]

Internship

s and

Subsidized

Employment

nt

OUSD

ECCO

Internship

s

2

300.00

0.00

0.00

0.00

300.00

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

Farmers

Insurance

[17-18]

Internship

s and

Subsidized

Employment

nt

OUSD

ECCO

Internship

s

1

150.00

0.00

0.00

0.00

150.00

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

Girls Inc.

of

Alameda

County

[17-18]

Internship

s and

Subsidized

Employment

nt

OUSD

ECCO

Internship

s

1

150.00

0.00

0.00

0.00

150.00

**Service Description**

Host site

HEAL

Summer

Internship

Program-

Alameda

Health

System

[17-18]

Internship

s and

Subsidized

Employment

nt

OUSD

ECCO

Internship

s

25

3750.00

0.00

0.00

0.00

3750.00

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

KTOP

[17-18]

Internship

s and

Subsidized

Employment

nt

OUSD

ECCO

Internship

s

1

150.00

0.00

0.00

0.00

150.00

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

Lawrence Hall of Science - We Share Solar Suitcase [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	3	450.00	0.00	0.00	0.00	450.00
<b>Service Description</b>								
Hosted OUSD Students as interns during Summer 2016								
Lockwood CDC [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
<b>Service Description</b>								
Hosted OUSD Students as interns during Summer 2016								
Mohari Wellness [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
<b>Service Description</b>								
Students Interned at the Mohari Wellness Center								
Oakland Public Library (88th Ave - Elmhurst Branch) [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
<b>Service Description</b>								
Office of AIDS Administration [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
OUSD - ECCO [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
<b>Service Description</b>								
Hosted OUSD Students as interns during Summer 2016								
OUSD - Restorative Justice [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
OUSD - Smart Center [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	6	900.00	0.00	0.00	0.00	900.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
Social Justice Collaborative [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
<b>Service Description</b>								
Students received were trained and interned with the Social Justice Collaborative during the summer.								
<b>Total</b>			<b>61</b>	<b>9150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9150.00</b>



<b>Total Program Budget</b>	<b>OFCY Grant Requested</b>	<b>Total Match</b>	
\$326,980.00	\$150,000.00	\$176,980.00	
<b>Total Unduplicated Youth Participants</b>			250
<b>Total Units of Service</b>			9150
<b>OFCY Cost Per Unduplicated Participant</b>	<b>Total Cost Per Unduplicated Participant</b>	<b>Average Hours of Service per Unduplicated Participant</b>	
\$600.00	\$1,307.92		36.60
<b>OFCY Cost Per Unit of Service</b>	<b>Total Cost Per Unit of Service</b>		
\$16.39	\$35.74		

**COVER PAGE**

**Oakland Unified School District - Exploring College and Career Options**

If your agency or program undergoes any staff changes, please remember to update the cover page.

**Strategy Area**

Transitions to Adulthood

**Strategy**

Career Awareness and Academic Support for Older Youth

**Applicant/Fiscal Sponsor**

**Organization/Public Agency Name**

Linked Learning Office

**Project Title**

Exploring College and Career Options

**Project Website**

N/A

**Project Description (600 character max.)**

Exploring College and Career Options in Oakland (ECCO) provides a linked college and career curriculum facilitated by a certificated Career Technical Education teacher throughout the 10th and 11th grade in OUSD career academies and pathways. Students apply their learning in a 5 week paid summer internship, hosted by a local industry professionals and supervised by and OUSD credentialed teacher. The internship experience culminates in a mastery of demonstration of skills for success in college and career, guided by a rubric, and graded by industry experts.

**Designation**

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

**Executive Director**

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

**First Name**

Preston

**Last Name**

Thomas

**Phone**

5105792022

**Email**

preston.thomas@ousd.org

**Contract Representative**

This individual must be an employee of the contracting agency/fiscal agency and have the authority to negotiate scopes of work, budgets, and complete contracting documents. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

**First Name**

Greg

**Last Name**

Cluster

**Title**

Coordinator, WBL

**Email**

gregory.cluster@ousd.org

**Phone**

5108792247

**Address**

1000 Broadway, suite 440

**City**

Oakland

**State**

CA

**Zip**

94607

**Program Representative**

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

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Greg	Cluster	Coordinator, WBL
<b>Email</b>	<b>Phone</b>	
gregory.cluster@ousd.org	5108792247	
<b>Address</b>		
1000 Broadway, suite 440		
<b>City</b>	<b>State</b>	<b>Zip</b>
Oakland	CA	94607
<b>Service Sites</b>		

You may list up to five primary service sites and their associated contact information.

**Service Site 1****Site Name**

Oakland Unified School District

**Address**

1000 Broadway, suite 440

<b>City</b>	<b>State</b>	<b>Zip</b>
Oakland	CA	94607

**Is Contact Person the same as Program Representative?** Yes  No**Person Authorization to pick-up Reimbursement Payments**

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Greg	Cluster	Coordinator, WBL
<b>Phone</b>	<b>Email</b>	
5108792247	gregory.cluster@ousd.org	

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<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
David	Lewis	Financial Services Dept. Associate
<b>Phone</b>	<b>Email</b>	
879-8856	david.lewis@ousd.org	

**DEMOGRAPHICS****Oakland Unified School District - Exploring College and Career Options**

Estimate the total clients your program projects to serve during the period July 1, 2016 through June 30, 2017 if funded by OFCY. For each client to be served in your OFCY-funded program, your program is required to have a signed Release of Information Form stating that the client gives permission for the Grantee to input their information into a database for purposes of evaluating program and fund

performance. Your program will be required to enter client demographic data including name, date of birth, gender, race/ ethnicity, and zip code for each participant served through OFCY funding.

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	# to be Served	% to be Served
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<b>Youth Participants' Race / Ethnicity</b>		
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Filipino	0	0.00%
Japanese	0	0.00%
Korean	0	0.00%
Vietnamese	0	0.00%
Middle East/North Africa	0	0.00%
American Indian and Alaska Native	0	0.00%
Native Hawaiian and Other Pacific Islander	0	0.00%
Some Other Race	12	4.80%
Two or More Races	0	0.00%
<b>Total</b>	<b>250</b>	
<b>Youth Participants' Ages to be Served</b>		
0 - 5 years	0	0.00%
6 - 10 years	0	0.00%
11 - 15 years	0	0.00%
16-20 years	250	100.00%
<b>Total</b>	<b>250</b>	
<b>Youth Participants' Residence</b>		
<b>Find District</b>		
District 1	25	10.00%
District 2	32	12.80%
District 3	6	2.40%
District 4	22	8.80%
District 5	71	28.40%
District 6	34	13.60%
District 7	60	24.00%
<b>Total</b>	<b>250</b>	
<b>Youth Participants' Gender</b>		
Female	125	50.00%
Male	125	50.00%
Transgender	0	0.00%
<b>Total</b>	<b>250</b>	
<b>Specific Populations</b>		
Children with Disabilities	12	4.80%
Foster Youth	5	2.00%
Homeless Youth	3	1.20%
LGBTQ Youth	2	0.80%
Unaccompanied Minors	0	0.00%
Youth Exposed to Violence	21	8.40%

**BUDGET**

**Oakland Unified School District - Exploring College and Career Options**

**PERSONNEL**

Lead Agency Positions	First Name	Last Name	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
Coordinator, Work Based Learning	Greg	Cluster	104250	0.40000000 00000000	41,700.00	0.00	41,700.00

Narrative for the row above

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	Per Hour Rate	# Hours	Total Vol in-kind	
Volunteer Hours (In-kind)	12.25	122940	1,506,015.00	7,500.00

Please note, only up to 5% of the total OFCY funds requested will be counted toward the projected match for Volunteer Hours.

Narrative for the row above

250 Individual mentors who supervise an ECCO intern donate 150 hours of student mentoring. An additional 120 volunteers provide 5 hours of their time by conducting mock interviews, resume reviews, and financial literacy and dress for success workshops.

<b>FRINGE</b>	<b>Fringe Rate 80-19%</b>			33,440.00	0.00	33,440.00
---------------	---------------------------	--	--	-----------	------	-----------

Narrative for the row above

Calculation of benefits for the .4 Manager and .4 Coordinators salaries at 40%

<b>PERSONNEL TOTAL</b>				<b>\$75,140.00</b>	<b>\$0.00</b>	<b>\$75,140.00</b>
------------------------	--	--	--	--------------------	---------------	--------------------

**OTHER DIRECT COSTS**

	Total Project Budget	OFCY Funds Requested	Projected Match
Duplicating/Copying	4000.00	0.00	4,000.00
Narrative for the row above			
Student Research and Reflection Logs and workbook for internship. \$21/student for printing, paid by Perkins funds.			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
No additional equipment to be leased to support student internship			
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
No additional equipment required to support student internship			
Facility Rental	15000.00	0.00	15,000.00
Narrative for the row above			
Facility rental expense for student final Demonstration of Mastery paid from Perkins funds			
General Office Supplies/Software	1800.00	0.00	1,800.00
Narrative for the row above			
General office supplies to support ECCO summer workshops (including teacher supplies) are paid for through the OUSD summer Programs Office			

Postage	200.00	0.00	200.00
Narrative for the row above			
Postage is required to mail students, final internship paperwork and site assignments, report cards, final timesheets, and parent notifications, paid from OUSD Summer Programs budget.			
Program Materials and Supplies	14500.00	0.00	14,500.00
Narrative for the row above			
Materials and supplies for ECCO program, is paid for with Perkins funds and Linked Learning Office budget.			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above			
There are no communications expenses			
Travel/Transportation	2500.00	0.00	2,500.00
Narrative for the row above			
Travel reimbursement for 8 supervising teachers and 4 staff to make host site visits, parent orientations, and industry outreach and orientation paid for with Perkins Funds			
Professional Development	63840.00	0.00	63,840.00
Narrative for the row above			
Forty hours of PD for ECCO teachers is provided at a rate of \$28 per hour. There are 19 ECCO teams of three teachers per team who receive annual ECCO PD. This amount also includes payments for substitutes on the days teachers are attending PD. These funds are provided by a combination of Perkins, Linked Learning Office budget, Summer Programs Office budget			
<b>OTHER DIRECT COSTS TOTAL</b>	<b>\$101,840.00</b>	<b>\$0.00</b>	<b>\$101,840.00</b>
<b>YOUTH WAGES, STIPENDS, and INCENTIVES</b>			
<b>YOUTH WAGES</b>			

Youth Wages	# of clients	Hourly Wage	Total Project Budget	OFCY Funds Requested	Projected Match
NA	0	0.00	0.00	0.00	.00
Narrative for the row above					
There is no youth wage required					
<b>FRINGE</b>		<b>Fringe Rate n/a</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
Narrative for the row above					
There is no Youth wage fringe rate					

**YOUTH STIPEND**

Youth Stipends	# of clients	Stipend Amount	Total Project Budget	OFCY Funds Requested	Projected Match
Interns	187	800.00	150000.00	150000.00	.00
Narrative for the row above					
OUSD ECCO interns will receive an \$800 stipend for a full time internships of 150 hours					

**YOUTH INCENTIVES**

Youth Incentives	# of clients	Total Project Budget	OFCY Funds Requested	Projected Match
NA		0	0.00	0.00
Narrative for the row above				
NA				

**YOUTH WAGES, STIPENDS, and INCENTIVES SUBTOTAL**                      **\$150,000.00** **\$150,000.00**                      **\$0.00**

	Total Project Budget	OFCY Funds Requested	Projected Match
<b>CONSULTANTS</b>			
NA	0.00	0.00	.00
Narrative for the row above			
NA			
<b>CONSULTANTS TOTAL</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>

**SUBTOTAL WITHOUT INDIRECT COSTS (excluding subcontractor indirect costs)** **\$326,980.00 \$150,000.00 \$176,980.00**

~~**SUBTOTAL WITHOUT INDIRECT COSTS** **\$326,980.00 \$150,000.00 \$176,980.00**~~

	Total Project Budget	OFCY Funds Requested	Projected Match
<b>Indirect Costs (cannot exceed 11% of total direct costs). Currently:</b>			
00%			
Lead Agency Indirect	0.00	0.00	.00
Narrative for the row above			
NA			
<b>TOTAL</b>	<b>\$326,980.00</b>	<b>\$150,000.00</b>	<b>\$176,980.00</b>

**Your OFCY Award amount is \$150,000.00**

**ACTIVITIES SUMMARY**

**Oakland Unified School District - Exploring College and Career Options**

The Scope of Work - Activities Summary is read only summary view of all activities' projections. You cannot make any direct edits to this page even when your Grant Manager has approved your modification request and unlocked it. To make changes, you must edit your projections by going into each specific activity.

**Group Activities**

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			

**Individual Activities**

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			

**Work Experience**

Name	Category	Location	Projected # of Participants	Projected # of hours				Total Number of Hours
				Q1	Q2	Q3	Q4	

Alameda County Health Care Service Agency Summer Youth Internship Program [17-18]

**Service Description**

Alameda County Health Care Service Agency Summer Youth Internship Program provided OUSD students with work based learning experiences and an internship over the summer.

Allendale Elementary School [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
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**Service Description**

Students interned at Allendale Elementary School

BART - Maintenance Yard 17-18	Internships and Subsidized Employment	BART	0	0.00	0.00	0.00	0.00	0.00	0.00
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**Service Description**

Student interns are learning to fix BART trains

City of Oakland - Bureau of Administration, Division of Public Services [17-18]	Internships and Subsidized Employment	City of Oakland Fiscal	0	0.00	0.00	0.00	0.00	0.00	0.00
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**Service Description**

Hosted OUSD Students as interns during Summer 2016

City of Oakland - Fiscal Services Division [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	0	0.00	0.00	0.00	0.00	0.00	0.00
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**Service Description**

Hosted OUSD Students as interns during Summer 2016

Coliseum College Prep	Internships and Subsidized	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00	
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Academy Employment  
[17-18] nt

**Service Description**

Hosted OUSD Students as Interns during Summer 2016

East Bay Academy for Young Scientists UC Berkeley, Lawrence Hall of Science [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
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**Service Description**

Hosted OUSD Students as Interns during Summer 2016

East Bay Municipal Utility District (EBMUD) [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	8	1200.00	0.00	0.00	0.00	1200.00
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**Service Description**

Hosted OUSD Students as Interns during Summer 2016

East Bay SPCA [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
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**Service Description**

Hosted OUSD Students as Interns during Summer 2016

East Oakland Boxing Association [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
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**Service Description**

Hosted OUSD Students as Interns during Summer 2016

Farmers Insurance [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
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**Service Description**

Hosted OUSD Students as Interns during Summer 2016

Girls Inc. of Alameda County [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
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**Service Description**

Host site

HEAL Summer Internship Program-Alameda Health System [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	25	3750.00	0.00	0.00	0.00	3750.00
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**Service Description**

Hosted OUSD Students as interns during Summer 2016

KTOP [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
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**Service Description**

Hosted OUSD Students as Interns during Summer 2016

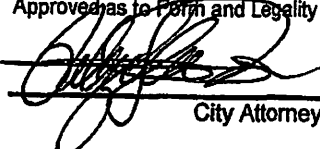
Lawrence Hall of Science - We Share Solar Suitcase [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	3	450.00	0.00	0.00	0.00	450.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
Lockwood CDC [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
Mohari Wellness [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
<b>Service Description</b>								
Students Interned at the Mohari Wellness Center								
Oakland Public Library (88th Ave - Elmhurst Branch) [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
<b>Service Description</b>								
Office of AIDS Administration [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
OUSD - ECCO [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	2	300.00	0.00	0.00	0.00	300.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
OUSD - Restorative Justice [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
OUSD - Smart Center [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	6	900.00	0.00	0.00	0.00	900.00
<b>Service Description</b>								
Hosted OUSD Students as Interns during Summer 2016								
Social Justice Collaborative [17-18]	Internships and Subsidized Employment	OUSD ECCO Internships	1	150.00	0.00	0.00	0.00	150.00
<b>Service Description</b>								
Students received were trained and Interned with the Social Justice Collaborative during the summer.								
<b>Total</b>			<b>61</b>	<b>9150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9150.00</b>

<b>Total Program Budget</b>	<b>OFCY Grant Requested</b>	<b>Total Match</b>	
\$326,980.00	\$150,000.00	\$176,980.00	
<b>Total Unduplicated Youth Participants</b>			250
<b>Total Units of Service</b>			9150
<b>OFCY Cost Per Unduplicated Participant</b>	<b>Total Cost Per Unduplicated Participant</b>	<b>Average Hours of Service per Unduplicated Participant</b>	
\$600.00	\$1,307.92		36.60
<b>OFCY Cost Per Unit of Service</b>	<b>Total Cost Per Unit of Service</b>		
\$16.39	\$35.74		

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OAKLAND CITY COUNCIL  
RESOLUTION No. 86792 C.M.S.

Approved as to Form and Legality

  
City Attorney

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO RENEW THE OAKLAND FUND FOR CHILDREN AND YOUTH GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS PUBLIC AND NON-PROFIT AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN FISCAL YEAR 2017-2018 IN AN AMOUNT NOT TO EXCEED \$13,803,200; WHICH INCLUDES THE AWARD OF TWO GRANTS TO EAST BAY ASIAN YOUTH CENTER IN AMOUNTS NOT TO EXCEED \$72,000 AND \$85,000, AND ONE GRANT AWARD TO UJIMAA FOUNDATION IN AN AMOUNT NOT TO EXCEED \$72,000**

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

**WHEREAS**, the passage of Measure D in 2009 revised the Kids First Charter Amendment and established a second 12 year life cycle for the Kids First! Children's Fund administered through OFCY; and

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

**WHEREAS**, the City Council approved the OFCY Strategic Investment Plan 2016-2019 on October 20, 2015 (Resolution No. 85844 C.M.S.) as developed by the POC; and

**WHEREAS**, the City Council adopted the POC's recommendation of 150 grant awards in June 2016, after the release of the Request for Proposals (RFP) for Fiscal Year (FY) 2016-2019 OFCY grant services for children and youth in 2016-2017, renewable for two additional one-year periods with Council approval, by Resolution No. 86226 C.M.S.; and

**WHEREAS**, revenues for FY 2017-2018 in the amount of \$17,364,281 are to be appropriated to the Kids First! Oakland Children's Fund (1780) and to be approved in the City of Oakland Adopted Budget FY 2017-2019, and no more than 10% is to be available for the administration and evaluation of OFCY and no less than 90% of the appropriation in the amount of \$15,627,853 is to be available for grants, located in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2017-2018 Project (TBD), OFCY FY 2017-2018 Contracts Award (TBD); and

**WHEREAS**, as specified in the Kids First! Charter Amendment, no less than 90% of Kids First! monies shall be used to pay for eligible services for children and youth and no more than 10% of Kids First! monies shall be used to pay for the administrative costs and any interest earned and amounts unspent or uncommitted by the Fund at the end of any Fiscal Year are to be made available for future grants as specified in the Kids First! Charter Article XIII; and

**WHEREAS**, the City Council wishes to allocate 90% portion of said funds to selected grant awards resulting from the OFCY 2016-2019 Request for Proposals for direct services for children and youth in FY 2017-2018 and 2018-2019, and 10% to the administration and evaluation of OFCY, in accordance with the terms of Kids First! Charter Article XIII; and

**WHEREAS**, the POC created by the Measure K – Kids First! Initiative in 1996, provides oversight and direction for the OFCY planning and funding review process; and under Resolution No. 86226 C.M.S., the appropriations for services for children and youth in 2016-2017 may be continued to 2017-2018, and the grants agreements for targeted services are to be renewed as forwarded by the POC subject to performance review; and

**WHEREAS**, twelve (12) of the grant awards support programs providing services specifically in the summer months through the Summer Youth Development & Empowerment funding strategy were reviewed for summer 2016 performance and renewed for funding in summer 2017 by City Council in April 2017 (Resolution No. 86690 C.M.S.) in an combined amount not to exceed \$1,043,901; and

**WHEREAS**, through the RFP process in June 2016, the City Council approved an OFCY grant award to the agency San Francisco Bay Area Council Learning for Life (hereinafter "Learning for Life") for school-based after school services (Resolution No. 86226 C.M.S. - Grant ID Nos. 72, 73, 74, and 75); and

**WHEREAS**, the agency Learning for Life declined the grant award for after-school services at Carl B. Munck Elementary listed on Grant ID No. 72 of Council Resolution No. 86226 C.M.S.; and

**WHEREAS**, by Resolution No. 86440 C.M.S. dated October 18, 2016, the agency Learning for Life was replaced as a grantee for Grant ID Nos. 73 and 74 of Resolution No. 86226 C.M.S. by the agencies Bay Area Community Resources and Safe Passages respectively; and

**WHEREAS**, East Bay Asian Youth Center is among those entities which have competed in the 2016-2019 OFCY RFP process and have already been selected as qualified to provide services in the School Based After-School strategy; and

**WHEREAS**, on April 24, 2017, the POC approved awarding to East Bay Asian Youth Center the grant to manage the program for Manzanita SEED going forward for 2017-2018 (Grant ID No. 50 below), as renewable with City Council approval for FY

2018-2019, and the non-renewal of Learning for Life for said Grant ID No. 75 of Resolution No. 86226; and

**WHEREAS**, the POC recommends the substitution of East Bay Asian Youth Center to manage the program grant declined by Learning for Life listed in Grant ID line 75 of Council Resolution No. 86226 in the amount specified below for Fiscal Year (FY) 2017-2018; and

**WHEREAS**, through the RFP process in June 2016, the City Council approved an OFCY grant award to the agency Eagle Village Community Center Youth and Family Services, Inc. (hereinafter "Eagle Village") for school-based after school services at Westlake Middle School (Resolution No. 86226 C.M.S. - Grant ID No. 39); and

**WHEREAS**, the agency Eagle Village declined the grant award for after-school services at Westlake Middle School listed on Grant ID No. 39 of Council Resolution No. 86226 C.M.S.; and

**WHEREAS**, on April 24, 2017, the POC approved awarding to East Bay Asian Youth Center the grant to manage the program for Westlake Middle School going forward for 2017-2018 (Grant ID No. 53 below), as renewable with City Council approval for FY 2018-2019, and the non-renewal of Eagle Village for said Grant ID No. 39 of Resolution No. 86226; and

**WHEREAS**, Ujimaa Foundation is among those entities which have competed in the 2016-2019 OFCY RFP process and have already been selected as qualified to provide services in the School Based After-School strategy; and

**WHEREAS**, on May 17, 2017, the POC approved awarding to Ujimaa Foundation the grant to manage the program for Carl Munck Elementary going forward for 2017-2018 (Grant ID No. 75 below), as renewable with City Council approval for FY 2018-2019, and the non-renewal of Learning for Life for said Grant ID No. 72 of Resolution No. 86226; and

**WHEREAS**, the POC recommends the substitution of Ujimaa Foundation to manage the program grant declined by Learning for Life listed in Grant ID line 72 of Council Resolution No. 86226 in the amount specified below for Fiscal Year (FY) 2017-2018; and

**WHEREAS**, the POC has reviewed the mid-year 2016-2017 performance of the OFCY grantees in FY 2016-2017; and

**WHEREAS**, the POC recommends the renewal of grant agreements for 133 programs as specified below for FY 2017-2018, the second year of the current three-year funding cycle, and the addition of the East Bay Asian Youth Center's Manzanita SEED program listed in Grant ID No. 50, the addition of the East Bay Asian Youth Center's Westlake Middle School program listed in Grant ID No. 53, and the addition of the Ujimaa

Foundation's Carl Munck Elementary program listed in Grant I.D. No. 75, in the updated Grant ID numbers 1 through 136 specified below with revisions to reflect changes in agency names and placement in the listing of funding strategies:

ID#	Agency Name	Program Name	FY 2017-2018 Funding
<b>Early Childhood Mental Health Consultations Strategy</b>			
1	Family Paths, Inc.	Early Childhood Mental Health Collaborative	\$300,000
2	Jewish Family and Community Services East Bay	Integrated Early Childhood Consultation Program	\$300,000
3	Lincoln (formerly Lincoln Child Center, Inc.)	Early Childhood Mental Health Consultation	\$150,000
Subtotal:			<b>\$750,000</b>

<b>Parent Support and Education Strategy</b>			
4	East Bay Agency for Children	Parent Child Education Support Program	\$100,783
5	East Bay Community Recovery Project	Project Pride	\$75,000
6	Family Paths, Inc.	Abriendo Puertas/Opening Doors Parent Education	\$82,048
7	Lincoln (formerly Lincoln Child Center, Inc.)	New Highland-Rise Family Resource Center	\$79,754
8	Lotus Bloom	Multicultural Family Resource Centers	\$298,689
9	Lotus Bloom	School Readiness Playgroups	\$75,000
10	Northern California Society to Prevent Blindness, an Affiliate of the National Society to Prevent Blindness	Vision Awareness & Education for Low-income Oakland Families	\$29,803
11	Oakland Parents Together	Listening to Children Parent Cafes	\$75,000
12	Oakland Parks and Recreation	Sandboxes to Empowerment	\$150,000
13	The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$208,800
14	Oakland Unified School District	Summer Pre-K Program	\$93,770
15	Our Family Coalition	Building Strong Children in LGBTQ Families	\$92,000
16	Prescott-Joseph Center for Community Enhancement, Inc.	Prescott Joseph Center's Pre-preschool Program	\$50,000
17	Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$298,909
18	Tandem, Partners in Early Learning	Community Capacity Building - Training in Early Learning	\$56,434
Subtotal:			<b>\$1,765,991</b>

School Based After School Strategy			
19	Alternatives in Action	Life Academy Middle School	\$85,000
20	Bay Area Community Resources	Alliance Academy	\$105,000
21	Bay Area Community Resources	Bridges Academy	\$72,000
22	Bay Area Community Resources	Elmhurst Community Prep	\$85,000
23	Bay Area Community Resources	Emerson Elementary	\$72,000
24	Bay Area Community Resources	Esperanza Elementary	\$92,000
25	Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$92,000
26	Bay Area Community Resources	Fruitvale Elementary School	\$72,000
27	Bay Area Community Resources	Futures Elementary	\$72,000
28	Bay Area Community Resources	Global Family	\$72,000
29	Bay Area Community Resources	Grass Valley Elementary	\$72,000
30	Bay Area Community Resources	Greenleaf Elementary	\$72,000
31	Bay Area Community Resources	Hoover Elementary	\$72,000
32	Bay Area Community Resources	Howard Elementary	\$92,000
33	Bay Area Community Resources	Lafayette & Martin Luther King, Jr. Elementary Schools	\$135,000
34	Bay Area Community Resources	Madison Park Academy (Middle)	\$85,000
35	Bay Area Community Resources	Markham Elementary	\$92,000
36	Bay Area Community Resources	Preparatory Literary Academy Of Cultural Excellence	\$72,000
37	Bay Area Community Resources	Sankofa Academy	\$72,000
38	Citizen Schools, Inc.	Roots International Academy	\$105,000
39	East Bay Agency for Children	Achieve Academy	\$91,964
40	East Bay Agency for Children	Rise Community	\$72,000
41	East Bay Asian Youth Center	Bella Vista Elementary	\$72,000
42	East Bay Asian Youth Center	Cleveland Elementary	\$72,000
43	East Bay Asian Youth Center	Edna Brewer Middle School	\$85,000
44	East Bay Asian Youth Center	Franklin Elementary	\$72,000
45	East Bay Asian Youth Center	Frick Middle School	\$85,000
46	East Bay Asian Youth Center	Garfield Middle School	\$90,870
47	East Bay Asian Youth Center	La Escuelita Elementary	\$104,786
48	East Bay Asian Youth Center	Lincoln Elementary School	\$72,000
49	East Bay Asian Youth Center	Manzanita Middle School	\$90,870
50	East Bay Asian Youth Center (change of grantee for 2017-2018)	Manzanita SEED	\$72,000
51	East Bay Asian Youth Center	Roosevelt Middle School	\$85,000
52	East Bay Asian Youth Center	Urban Promise Academy Middle School	\$85,000
53	East Bay Asian Youth Center (change of grantee for 2017-2018)	Westlake Middle School	\$85,000
54	Girls Incorporated of Alameda County	Acorn Woodland Elementary School	\$92,000
55	Girls Incorporated of Alameda County	Allendale	\$72,000
56	Girls Incorporated of Alameda County	East Oakland Pride	\$72,000
57	Girls Incorporated of Alameda County	Horace Mann	\$72,000



58	Girls Incorporated of Alameda County	Reach Academy	\$72,000
59	Higher Ground Neighborhood Development Corp	Brookfield Elementary	\$72,000
60	Higher Ground Neighborhood Development Corp	Madison Park Academy - (Elementary)	\$92,000
61	Higher Ground Neighborhood Development Corp	New Highland Elementary School	\$72,000
62	Higher Ground Neighborhood Development Corp	Parker Elementary School	\$85,000
63	Lighthouse Community Charter School	Lighthouse Community Charter School	\$85,000
64	Oakland Leaf Foundation	ASCEND	\$103,914
65	Oakland Leaf Foundation	Bret Harte Middle	\$85,000
66	Oakland Leaf Foundation	EnCompass	\$72,000
67	Oakland Leaf Foundation	International Community School	\$92,000
68	Oakland Leaf Foundation	Learning Without Limits	\$92,000
69	Oakland Leaf Foundation	Think College Now	\$72,000
70	Safe Passages	Coliseum College Prep Academy	\$85,000
71	Safe Passages	Communities United Elementary School (CUES)	\$91,369
72	Safe Passages	Laurel Community Partnership Academy	\$72,000
73	Safe Passages	United For Success Academy	\$85,000
74	Ujimaa Foundation	Burckhalter Elementary	\$72,000
75	Ujimaa Foundation (change of grantee for 2017-2018)	Carl Munck Elementary	\$72,000
76	Young Men's Christian Association of The East Bay	Piedmont Avenue Elementary	\$72,000
77	Young Men's Christian Association of The East Bay	West Oakland Middle School	\$85,000
			<b>Subtotal: \$4,860,773</b>

Student Engagement in Learning Strategy			
78	Alternatives in Action	FOCUS: Fremont - Our Community United for Success	\$100,000
79	Destiny Arts Center	DAC: Havenscourt Artists-at-School Residency	\$100,000
80	East Bay Asian Youth Center	9th Grade Transition	\$75,000
81	Girls Incorporated of Alameda County	Daytime Literacy Intervention and Engagement	\$102,000
82	Lincoln (formerly Lincoln Child Center, Inc.)	West Oakland Initiative	\$100,000
83	Oakland International High School / Oakland Unified School District	OIHS Immigrant & Refugee Wellness Program	\$88,360
84	Oakland Unified School District	OUSD Student Engagement in Restorative Justice	\$100,000

85	Student Program for Academic and Athletic Transitioning	Middle School Student Engagement in Learning	\$30,000
86	Youth Alive	Youth ALIVE! Targeted Engagement for Youth Exposed to Violence	\$65,000
Subtotal:			<b>\$760,360</b>

<b>Year-Round Youth Development and Empowerment Strategy</b>			
87	Alameda Family Services	DreamCatcher Youth Services	\$50,000
88	Alternatives in Action	Life - AIAHS - McClymonds	\$100,000
89	American Indian Child Resource Center	Culture Keepers	\$50,000
90	Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$75,000
91	Attitudinal Healing Connection, Inc.	West Oakland Legacy & Leadership Project	\$100,000
92	The Bay Area Girls' Rock Camp	Girls Rock After School Program (GRASP) and Girls Rock Summer Camp	\$50,000
93	Bay Area Outreach & Recreation Program, Inc.	Sports & Recreation for Youth with Disabilities	\$43,400
94	Boys & Girls Clubs of Oakland	Educational Programs for the Youth of Oakland	\$150,000
95	Brothers on the Rise	Brothers, UNITE!	\$107,443
96	Chapter 510 INK	Dept of Make Believe	\$75,000
97	College Track	College Track Oakland	\$150,000
98	Communities United for Restorative Youth Justice	Homies 4 Justice	\$50,000
99	Community Works West, Inc.	Project WHAT	\$80,000
100	Covenant House California	CHC Transitional Services	\$150,000
101	Dimensions Dance Theater, Incorporated	Rites of Passage	\$75,000
102	East Bay Asian Local Development Corporation	Lion's Pride	\$105,000
103	East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$75,000
104	East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$127,012
105	East Oakland Youth Development Center	After School Leadership Academy	\$150,000
106	First Place for Youth	First Steps Community Resource Center	\$150,000
107	Fresh Lifelines for Youth, Inc.	FLY Leadership Program	\$75,000
108	Health Initiatives for Youth, Inc.	Youth Development and Empowerment	\$95,738
109	La Clinica de La Raza, Inc.	Youth Brigade	\$147,899
110	Music Is Extraordinary, Inc.	Preparatory Studies in Music	\$75,000
111	Native American Health Center, Inc.	Community Wellness Department Youth Services	\$150,000
112	Oakland Kids First	REAL HARD Youth Leadership	\$80,000

113	Oakland Leaf Foundation	Love Cultivating Schoolyards	\$40,000
114	Oakland Parks and Recreation	Oakland Discovery Centers	\$150,000
115	The Oakland Public Education Fund	Media Enterprise Alliance	\$50,000
116	Project Re-Connect	Family Connections/Leaders Connect	\$75,000
117	Refugee Transitions	Newcomer Community Engagement Program	\$171,054
118	Safe Passages	Get Active	\$149,998
119	Teen Success Inc.	Supporting Teen Mothers Program	\$35,000
120	Youth Alive	Teens on Target Youth Leadership	\$108,000
121	Youth Speaks, Inc.	Arts in Education	\$150,000
122	Youth UpRising	Queer & Allies Program	\$75,000
Subtotal:			<b>\$3,540,544</b>

Career Awareness and Academic Support for Older Youth Strategy			
123	Alameda Health System	Oakland Health Careers Collaborative	\$300,000
124	Better Health East Bay Foundation	Youth Bridge Workforce Development Program	\$117,533
125	Beyond Emancipation	GROW Oakland	\$100,000
126	Center for Media Change, Inc.	A-Team Membership Program	\$150,000
127	Center for Media Change, Inc.	Hack the Hood Bootcamp	\$150,000
128	Centro Legal de la Raza	Youth Law Academy	\$150,000
129	Civicorps	Academic and Professional Pathway	\$100,000
130	East Bay College Fund	Oakland Promise College and Career Access and Success Program	\$213,000
131	Juma Ventures	Pathways to Advancement	\$115,000
132	Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$55,000
133	Oakland Unified School District	Exploring College and Career Options	\$150,000
134	Spanish Speaking Unity Council of Alameda County, Inc.	Oakland Youth Engaged (OYE)	\$75,000
135	The Youth Employment Partnership, Inc.	Building Green Futures	\$300,000
136	Youth Radio	Digital Communications Pathways	\$150,000
Subtotal:			<b>\$2,125,533</b>
Total :			<b>\$13,803,200</b>

; and

**WHEREAS**, funds are included in the Mayor's Proposed FY2017-2019 budget pending City Council adoption and will be appropriated and available in the Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2017-2018 Project (TBD), OFCY FY 2017-2018 Contracts Award (TBD) to be used for these 136 grant agreements; and now, therefore, be it

**RESOLVED:** that the City Administrator is authorized to execute agreements or contract amendments with the aforementioned service providers in the amounts specified

above for a total amount not to exceed \$13,803,200 for OFCY grants for fiscal year 2017-2018, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to agreements, amendments, modifications, payment requests, and relate actions which may be necessary in accordance with the basic purpose of this Resolution without returning to City Council; and be it

**FURTHER RESOLVED:** That an amount not to exceed \$13,803,200 available pending City Council adoption of the Mayor's Proposed FY 2017-2019 budget in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY FY 2017-2018 Project (TBD), OFCY FY 2017-2018 Contracts Award (TBD) is allocated to fund these grant awards; and be it

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

**FURTHER RESOLVED:** That the City Administrator is authorized to execute agreements with the above service providers in 136 amounts specified above for a total amount not to exceed \$13,803,200 for FY 2017-2018, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

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

**JUN 22 2017**

IN COUNCIL, OAKLAND, CALIFORNIA,

**PASSED BY THE FOLLOWING VOTE:**

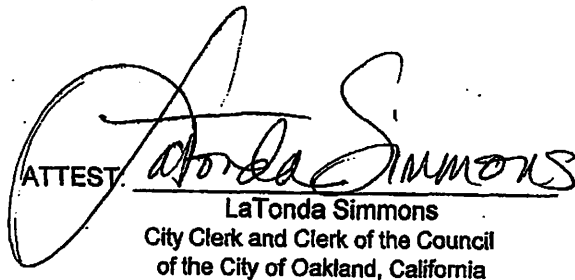
AYES- ~~6~~ CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN, AND PRESIDENT REID -7

NOES- 0

ABSENT- 0

ABSTENTION- 0

Excused - 1 - Brooks

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



**SCHEDULE E  
PROJECT CONSULTANT TEAM LISTING**

Date 6/30/17

Company Name: OWS

Signed: [Signature]

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

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.  
Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.  
\* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)  
\*\* (M = Male) (F = Female)



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

To be completed by City Representative prior to distribution to Contractor

City Representative Terry Hill Phone X 4280 Project Spec No.       
Department DHS Contract/Proposal Name Amendment 1 OF04/17-18 Youth Services

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

Contractor Name DUSD Phone 510-879-8200

Street Address 1000 Broadway City Oakland State CA Zip 94607

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

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

Individual or Business Name n/a Phone       
Street Address      City      State      Zip     

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

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

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

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

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

[Signature]  
Signature

6, 12, 17  
Date

Marion McWilliams  
Print Name of Signer

General Counsel  
Position

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

Date Received by City:      /      /      By     

Date Entered on Contractor Database:      /      /      By     

7/28/17 TO PEC

# Combined Grants Schedules



Business Name Oakland Unified School District Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Address 1000 Broadway City Oakland State CA Zip 94607 Federal ID # \_\_\_\_\_  
 City of Oakland Business License Number N/A Completed by: Narion NewWilliams Phone if different 510-879-8787

## 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: \_\_\_\_\_  
 Administering Department/Division: \_\_\_\_\_ Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_  
 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:

Questions	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	n/a
(2) How many of your permanent employees are paid above the Living Wage rate?	n/a
(3) How many of your permanent employees are paid below the Living Wage rate?	n/a
(4) Number of compensated days off per employee? (Refer to item “a” above)	n/a
(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. \_\_\_\_\_ (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) OEA, SELU, U AOS, AFSCME, OSEA, BCJC

**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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: NA

**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: NA

**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: NA

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: Marion McWilliams Date: 6/14/17

**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, 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>

## Schedule Q

### INSURANCE REQUIREMENTS

(Revised 01/13/17)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$ \_\_\_\_\_ each claim and \$ \_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or Contractor is the provider of services to persons with Alzheimer's or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

b. Terms Conditions and Endorsements

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

- i. **Insured Status (Additional Insured):** Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions

used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested

or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

? JFCY 8/9/17

Northern California ReLIEF **CERTIFICATE OF COVERAGE** Issue Date **8/4/2017**

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

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.

**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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
 As respects to the agreement between the City of Oakland and Oakland Unified School District for their Juvenile Justice Center Program through the coverage expiration date.

**CERTIFICATE HOLDER:**  
  
 City of Oakland  
 Human Services Department  
 150 Frank H Ogawa Plaza, Suite 4340  
 Oakland CA 94612

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

  
 John Stephens  
 AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2017

**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).**

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	<b>CONTACT NAME:</b> Afi Alameddine <b>PHONE (A/C No., Ext.):</b> 949-860-6827 <b>FAX (A/C No.):</b> 949-768-2713 <b>E-MAIL ADDRESS:</b> Afi.Alameddine@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> OAKLUNI-01 Oakland Unified School District 1000 Broadway Street Oakland CA 94607	<b>INSURER A:</b> New York Marine & General Ins <b>NAIC #</b> 16808
	<b>INSURER B:</b> State National Insurance Co. <b>12831</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 953341086**      **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.**

OPER. TYPE	TYPE OF INSURANCE	ADDITIONAL (REQD) (W/2)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE RETENTION:					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Necessary to I-9) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	WC2017EPP00288	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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> RETENTION: \$2,500,000	Y	NDE-0884507-17	7/1/2017	7/1/2018	Workers Compensation    Statutory Employers' Liability    \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 001, Additional Remarks Schedule, may be attached if more space is required)**

**\*\*Pol #WC2017EPP00288, Retention \$500,000**

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

As respects the agreement between the City of Oakland and the Oakland Unified School District for OFCY Funds through the coverage expiration date. Waiver of subrogation in favor of City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers.

<b>CERTIFICATE HOLDER</b>  City of Oakland OFCY Funds Attn: Debra Chester 160 Frank Ogawa Plaza, 4th Floor Oakland CA 94612	<b>CANCELLATION</b>  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: 
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**ENDORSEMENT**

**ADDITIONAL COVERED PARTY**

<p>COVERED PARTY Oakland Unified School District</p>	<p>COVERAGE DOCUMENT NCR 01711-09</p>	<p>ADMINISTRATOR Keenan &amp; Associates</p>
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Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

City of Oakland  
Human Services Department  
150 Frank H Ogawa Plaza, Suite 4340  
Oakland CA 94612

**As Respects:**

As respects to the agreement between the City of Oakland and Oakland Unified School District for their Juvenile Justice Center Program through the coverage expiration date.

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Covered Party. This coverage shall be Primary to the Certificate Holder's coverage and the Certificate Holder's coverage shall be noncontributory.



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Authorized Representative

Issue Date: 8/4/2017



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

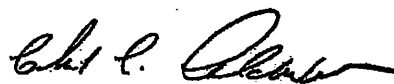
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2017 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. WC2017EPP00296 of the New York Marine & General Insurance Co.  
(NAME OF INSURANCE COMPANY)

issued to Oakland Unified School District

Premium (if any) \$ N/A



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

As required by written contract for the above insured, to issue throughout the policy period.

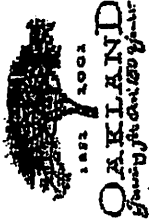
All work is to be completed in the state of California.

This waiver will expires July 1, 2018.

Typist: Strike out third sentence if in applicable.

**DISCLAIMER**

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



# 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

File ID Number	17-0619
Introduction Date	4/26/17
Enactment Number	17-0503
Enactment Date	4/26/17
By	<i>[Signature]</i>



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

To: Board of Education  
 From: Devin Dillon, Interim Superintendent  
 Subject: Grant Agreement– Kids First – Oakland Fund For Children and Youth (OFCY)

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of Grant Agreement between the District and The City of Oakland, for fiscal year 2016/17, for High School Academy Internships, as specified in the agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

**BACKGROUND:**

The Grant Agreement for the District for fiscal year 2016-17 was submitted for funding as indicated in the chart below.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-0619	Yes	Grant Agreement	Oakland Unified School District's High School Linked Learning Office	The grant will support the funding of high school internships	July 1, 2016 through June 30, 2017	City of Oakland's Kids First Oakland Fund for Children and Youth	\$150,000.00

**DISCUSSION**

This grant allows the High School Linked Learning Office to offer student stipends to cover cost (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.

**FISCAL IMPACT**

The total amount of the grant will be provided to the High School Linked Learning Office from the funder.

- Grant valued at: \$150,000.00

**RECOMMENDATION**

Approval and acceptance by the Board of Education, of Grant Agreement between Oakland Unified School District and The City of Oakland, for fiscal year 2016-17.

**ATTACHMENTS:**

Grant Face Sheet, Grant Agreement.

OUSD Grants Management Face Sheet 2016/17


<b>Title of Grant: KIDS FIRST – Oakland Fund for Children and Youth (OFCY)</b>	<b>Funding Cycle Dates: July 1, 2016 – June 30, 2017</b>
<b>Grant's Fiscal Agent: City of Oakland</b>	<b>Grant Amount for Full Funding Cycle: \$150,000.00</b>
<b>Funding Agency: City of Oakland</b>	<b>Grant Focus: High School Academy Internships</b>
<b>List all School(s) or Department(s) to be Served: Oakland High Schools/High School Linked Learning Office</b>	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant allows the HSLLO to offer student stipends to cover costs (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.
How will this grant be evaluated for impact upon student achievement?	HSLLO staff will provide OFCY with a student data re: attendance at internships, grades in summer internship course (ECCO), and industry partner feedback. Additionally, a student demonstration of mastery will be held at the close of the summer internship program to which all partners will be invited.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, we must show an in kind match of funds in support of the program. We easily match with personnel dedicated to the planning and oversight of the summer internship program.
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 for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Gretchen Livesey, Director Linked Learning 1000 Broadway, Suite 440 Oakland, CA 94607  510 879-4118 Gretchen.livesey@ousd.org

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head			

**Grant Office Obtained Approval Signatures:**

Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		
Interim Superintendent	Devin Dillon		

BAL

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

Whereas, pursuant to City of Oakland Resolution No 86220 C.M.S., the Council has authorized the City Administrator or her designee to enter into this Agreement in accord with the City's ordinances and applicable provisions of the Oakland City Charter for a ***KIDS FIRST! Oakland Fund for Children and Youth*** grant; and

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of July 1, 2016 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OAKLAND UNIFIED SCHOOL DISTRICT, a California public entity ("Grantee").

2. Scope of Work

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

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

3. Grant-Funded Program Documents and Provisions

Grantee, by executing this Agreement, is responsible for fiscal and programmatic compliance with all Agreement terms. The Project Manager for the City shall be Sandra Taylor, Children and Youth Services Manager.

- a. Evaluation. Grantee is required to cooperate and collaborate with Oakland Fund for Children and Youth (OFCY) evaluation consultants; guidelines for participation and requirements will be provided by OFCY.
- b. Technical Assistance. Grantee is required to attend periodic sessions designed for technical assistance purposes.
- c. Grantee will also perform or arrange for the performance of Work under this Agreement in accordance with City of Oakland rules, regulations and policies and applicable federal and state laws.

4. Time of Performance

The grant term shall be for one year beginning July 1, 2016 and shall end on June 30, 2017.

5. Grant Funding, Method of Disbursal, Receipts

Grantee will be paid for performance of the Scope of Work in an amount that will be based on actual costs but that will be "Capped" so as not to exceed the sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) ("Authorized Funds") in fiscal year 2016 - 2017 based on the scope of services and deliverable tasks in **Schedule A** and the budget by billing rates in **Schedule B** (Budget and Budget Narrative). The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if Grantee's actual costs and expenses exceed the Capped amount. Payment due on completion and acceptance of deliverables as specified in the Scope of Services.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of \$30,000.00 (20% of total grant amount for Year Round programs, or 75% for Summer Program.). The advance will be offset against the payments to Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed..

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

- a. A quarterly invoice, supported by detailed documentation, sufficient to support payment; and
- b. A quarterly progress report confirming compliance with service goals established by this Agreement, specified in **Schedule A**.
- c. 25% Matching Requirement - In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty-five (25) percent of the total annual project amount. Failure to secure at least a twenty-five (25) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty-five (25) percent reduction in the total amount of compensation paid to Grantee.
- d. The documents submitted for all payments shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee's failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Oakland Fund for Children and Youth funding during the following twelve months.
- e. Disbursements - The City shall have the right, but not the obligation, to make disbursements directly to subcontractors, fiscal partners or other third parties performing work under this Agreement when the City deems such direct payments advisable, and Grantee hereby assigns the right to receive grant proceeds to such third parties, said assignment conditioned on the City electing to exercise its third-party payment rights under this provision. However, this provision in no way is intended to waive or release Grantee from its responsibility to make timely payments to subcontractors, fiscal partners or other parties performing work under this Agreement.

All obligations incurred in the performance of this Agreement must be reported to the City within sixty (60) days following the termination of this Agreement. No claims submitted after the sixty-day period will be recognized as binding upon the City for reimbursement.

6. Evaluation and Monitoring

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

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

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

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

7. Grantee's Rights, Responsibilities, and Qualifications

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



compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Grantee's own acts and those of Grantee's subordinates and employees. Grantee will determine the method, details and means of performing the Work described in Schedule A. Grantee is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the grant payments paid by the City to Grantee for Work under this Agreement. On request, Grantee will provide the City with proof of timely payment. Grantee agrees to defend and indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Grantee's failure to comply with this provision.

- b. **Grantee's Qualifications** - Grantee represents that Grantee has the qualifications and skills necessary to perform the Work under this Agreement in a competent and professional manner without the advice or direction of The City. This means Grantee is able to fulfill the requirements of this Grant Agreement. Failure to perform the Work required under this Grant Agreement will constitute a material breach of the Agreement and may be cause for termination of Grant Funding and the Agreement. Grantee has complete and sole discretion for the manner in which the work under this Grant Agreement is performed.
- c. **Fiscal Agency Responsibility** - This Agreement between the City and Grantee assumes inherent responsibility regarding fiscal agency. In case a Grantee has entered into a subcontract or fiscal partnership, the City holds Grantee legally liable for all aspects of the contract including but not limited to project implementation, fiscal management, and communication with the City regarding the subcontract or fiscal partner activities. As a fiscal sponsor or agent, Grantee is expected and authorized to manage the finances of the grant; monitor and deliver program activities of subcontracting or partner agencies; provide fiscal oversight and support to subcontracting or partner agencies; conduct fiscal review, site visits, and deliver necessary support to subcontracting or partner agencies; communicate with the City regarding the subcontract or fiscal partnership; review, approve, and submit reports, invoices, scope of work revision requests, and budget revision requests to the City; pick up warrants; terminate contracts with subcontracting or fiscal partner agencies with the approval of the City, if necessary; and assume full fiscal responsibility of contract, subcontract, and fiscal partnership.
- d. **Publicity** - Any publicity or marketing materials generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, must follow these guidelines:
  - i. **Attribution of Funding** - Any publicity or marketing materials generated by Grantee for the project will make reference to the contribution of the City of Oakland's Oakland Fund for Children and Youth (OFCY) in making the project possible. The words "Oakland Fund for Children and Youth" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles.
  - ii. **Marketing Material** - The OFCY logo must be clearly placed on all pieces of publicity and marketing material, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and

newspaper articles. City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the project funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

8. Audit

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

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

9. Assignment

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

10. Conflict of Interest

a. Grantee

The following protections against conflict of interest will be upheld:

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

- v. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 *et seq.*) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*).
  - vi. Grantee understands that in some cases Grantee or persons associated with Grantee may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Grantee further understands that, as a public officer or official, Grantee or persons associated with Grantee may be disqualified from future City contracts to the extent that Grantee is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
  - vii. Grantee understands that the Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25) prohibits Grantee from hiring a "Public Servant", including certain former City employees, councilmembers, or Planning and Oversight Committee members, in order to prepare or present grant proposals to the POC. Grantee shall direct inquiries to the Oakland Public Ethics Commission.
  - viii. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
- b. No Waiver  
Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

11. Non-Discrimination/Equal Employment Practices

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

- a. Grantee and Grantee's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1 ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

13. Living Wage Ordinance

If the Funds disbursed under this Agreement is equal to or greater than \$100,000 in a 12-month period (Oakland Municipal Code Chapter 2.28), then Grantee must comply with the Oakland Living Wage Ordinance The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of City Financial Assistance Recipients ("CFARs") (Ord. 12050 § 1, 1998). When applicable, the Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Schedule N and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the Grantee must provide the following to its employees who perform services under or related to this Agreement:

- a. **Minimum compensation** – As of July 1, 2016, said employees shall be paid an initial hourly wage rate of \$12.93 with health benefits or \$14.86 without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. **Health benefits** – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.93 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. **Compensated days off** – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. **Federal Earned Income Credit (EIC)** – Grantee shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. **Reporting** – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

14. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City grantees between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

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

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

15. Minimum Wage Ordinance

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

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

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

16. City of Oakland Campaign Contribution Limits

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

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

17. Nuclear Free Zone Disclosure

Grantee represents, pursuant to Schedule P ("Nuclear Free Zone Disclosure Form"), that Grantee is in compliance with the City of Oakland's restrictions on doing business with

service providers considered nuclear weapons makers. Prior to execution of this agreement, Grantee shall complete Schedule P, attached hereto.

18. Insurance

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

19. Indemnification

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

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

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

20. Arizona and Arizona-Based Businesses

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

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

21. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

22. Religious Prohibition  
There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.
23. Business Tax Certificate  
Grantee shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.
24. Fraud, Waste and Abuse  
Grantee shall immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work
25. Termination For Cause or Non-Appropriation  
The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Grantee breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within a reasonable time not to exceed thirty (30) days after receipt of written notice of such breach.
- Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on July 1, 2017.
26. Termination for Lack of Appropriation  
City's obligations under this Agreement are contingent upon continued Kids First! funding. The City may terminate this Agreement on thirty (30) days' written notice to Grantee without further obligation if said grant funding is withdrawn or otherwise becomes unavailable for continued funding of the grant work or activity funded hereunder. Termination notice shall be made in accordance with the "Notices" section of this Agreement.
27. Litigation and Pending Disputes  
Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on Schedule K, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement
28. Governing Law  
This Agreement shall be governed by the laws of the State of California.



29. Notice

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

(City of Oakland)

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

Oakland Unified School District  
1000 Broadway Suite ~~680~~ 440  
Oakland, CA 94607

Attn: ~~Susan Benz~~ ~~Ashley Moore Hill~~ Gretchen Livesey

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

30. Non-Liability of City

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

31. Right to Offset Claims for Money

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

32. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Work by Grantee for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of the Work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

33. Modification

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

34. Severability/Partial Invalidity

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

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

35. Inconsistency

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

36. Approval

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

City of Oakland,  
a municipal corporation

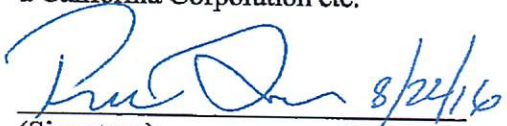
 07/29/16  
(City Administrator's Office) (Date)

 10/21/16  
(Department Head Signature) (Date)

Approved as to form and legality:


 OCT 18, 2016  
(City Attorney's Office Signature) (Date)

Oakland Unified School District,  
a California Corporation etc.

 8/24/16  
(Signature) (Date)

Title: Network Superintendent

Business Tax Certificate No.

 4/27/17  
James Harris  
President, Board of Education

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

By:   
Marion Neill, Attorney at Law

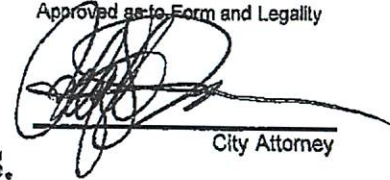
 4/27/17  
Devin Dillon, Ph.D.  
Interim Secretary, Board of Education

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

Approved as to Form and Legality

2016 MAY 12 PM 12:06 OAKLAND CITY COUNCIL

RESOLUTION NO. 86226 C.M.S.

  
City Attorney

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED \$14,836,101 FOR FISCAL YEAR 2016-2017, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2017-2018 AND 2018-2019 PENDING COUNCIL APPROVAL**

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

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

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

**WHEREAS**, the revenue appropriation for Fiscal Year (FY) 2016-2017 to the Kids First! Oakland Children's Fund (Fund 1780) was approved in the FY 2015-2017 Adopted Policy Budget and 90% of the appropriation in the amount of \$13,081,037 will be available for grants and is located in Kids First! Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912), FY 2016-2017 OFCY Contract Project (P485230) and these funds are available for allocation to grants; and

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

**WHEREAS**, the prior revenue adjustment has resulted in an unspent project balance of \$2,521,989 in Kids First! Oakland Children's Fund (1780) from Youth Services Organization (78251), Services Contracts Account (54911), OFCY Contract FY 2014-2015 ADJ Project (P463731), and \$1,755,064 of these funds are available for allocation to grants; and

**WHEREAS**, in October 2015, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 85844 C.M.S.) with priority areas: 1) Early Childhood, 2) Student Success in School, 3) Youth Development and Empowerment, and 4) Transitions to Adulthood; and

**WHEREAS**, in November 2015, the POC published a Requests for Proposals based on the adopted OFCY Strategic Investment Plan 2016-2019 and conducted an “open and fair” competitive review process for the selection of grants for the OFCY 2016-2019 grant cycle; and

**WHEREAS**, in January 2016, OFCY received 237 proposals and responses from private non-profit and public entities to provide services for the OFCY grant cycle 2016-2019; and

**WHEREAS**, the OFCY staff and trained reviewers have evaluated 237 proposals for the Oakland Fund for Children and Youth in accordance with the criteria in the Request for Proposals; and

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

**WHEREAS**, the POC recommends the following 150 grant funding awards in the amounts specified below for FY 2016-2017, and as renewable with City Council approval for FY 2017-2018 and FY 2018-2019:

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #1: Early Childhood Mental Health Consultations</b>			
1	Family Paths, Inc.	Early Childhood Mental Health Collaborative	\$250,000
2	Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$300,000
3	Lincoln Child Center, Inc.	Early Childhood Mental Health Consultation	\$150,000
<b>Subtotal:</b>			<b>\$700,000</b>

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #2: Parent Support and Education</b>			
4	East Bay Agency for Children	Parent Child Education Support Program	\$100,783
5	East Bay Community Recovery Project	Project Pride	\$75,000
6	Family Paths, Inc.	Abriendo Puertas/Opening Doors Parent Education	\$82,048
7	Lotus Bloom	Multicultural Family Resource Centers	\$298,689
8	Lotus Bloom	School Readiness Playgroups	\$75,000
9	Oakland Parents Together	Listening to Children Parent Cafes	\$75,000
10	Oakland Parks and Recreation	Sandboxes to Empowerment	\$150,000
11	The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$133,800
12	Oakland Unified School District	Community Schools and Student Services-Expanded Learning	\$93,770
13	Our Family Coalition	Building Strong Children in LGBTQ Families	\$92,000
14	Prescott-Joseph Center for Community Enhancement, Inc.	Prescott Joseph Center's Pre-preschool Program	\$50,000
15	Northern California Society to Prevent Blindness, an Affiliate of the National Society to Prevent Blindness	Vision Awareness & Education for Low-income Oakland Families	\$29,803
16	Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$298,909
17	Tandem, Partners in Early Learning	Community Capacity Building - Training in Early Learning	\$56,434
18	UCSF Benioff Children's Hospital Oakland	Pillars of Parenting Support (POPS) Program	\$92,000
<b>Subtotal:</b>			<b>\$1,703,237</b>

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #3: School-based after school</b>			
19	Alternatives in Action	Life Academy Middle School	\$85,000
20	Bay Area Community Resources	Alliance Academy	\$105,000
21	Bay Area Community Resources	Bridges Academy	\$72,000
22	Bay Area Community Resources	Elmhurst Community Prep	\$85,000
23	Bay Area Community Resources	Emerson Elementary	\$72,000
24	Bay Area Community Resources	Esperanza Elementary	\$92,000
25	Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$92,000
26	Bay Area Community Resources	Futures Elementary	\$72,000
27	Bay Area Community Resources	Global Family	\$72,000
28	Bay Area Community Resources	Grass Valley Elementary	\$72,000
29	Bay Area Community Resources	Greenleaf Elementary	\$72,000
30	Bay Area Community Resources	Hoover Elementary	\$72,000
31	Bay Area Community Resources	Howard Elementary	\$92,000
32	Bay Area Community Resources	Lafayette Elementary	\$72,000
33	Bay Area Community Resources	Madison Park Academy (Middle)	\$85,000
34	Bay Area Community Resources	Markham Elementary	\$92,000
35	Bay Area Community Resources	Martin Luther King, Jr. Elementary	\$72,000
36	Bay Area Community Resources	Preparatory Literary Academy Of Cultural Excellence	\$72,000
37	Bay Area Community Resources	Sankofa Academy	\$85,000
38	Citizen Schools, Inc.	Roots International Academy	\$105,000
39	Eagle Village Community Center Youth and Family Services, Inc.	Westlake Middle School	\$85,000
40	East Bay Agency for Children	Achieve Academy	\$91,964
41	East Bay Agency for Children	Rise Community	\$72,000
42	East Bay Asian Youth Center	Bella Vista Elementary	\$72,000
43	East Bay Asian Youth Center	Cleveland Elementary	\$72,000
44	East Bay Asian Youth Center	Edna Brewer Middle School	\$85,000
45	East Bay Asian Youth Center	Franklin Elementary	\$72,000
46	East Bay Asian Youth Center	Frick Middle School	\$85,000
47	East Bay Asian Youth Center	Garfield Middle School	\$90,870
48	East Bay Asian Youth Center	La Escuelita Elementary	\$104,786
49	East Bay Asian Youth Center	Lincoln Elementary School	\$72,000
50	East Bay Asian Youth Center	Manzanita Middle School	\$90,870
51	East Bay Asian Youth Center	Roosevelt Middle	\$85,000
52	East Bay Asian Youth Center	Urban Promise Academy Middle School	\$85,000
53	Girls Incorporated of Alameda County	Acorn Woodland Elementary School	\$92,000
54	Girls Incorporated of Alameda County	Allendale	\$72,000

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #3: School-based after school (cont.)</b>			
55	Girls Incorporated of Alameda County	East Oakland Pride	\$72,000
56	Girls Incorporated of Alameda County	Horace Mann	\$72,000
57	Girls Incorporated of Alameda County	Reach Academy	\$72,000
58	Higher Ground Neighborhood Development Corp	Brookfield Elementary	\$72,000
59	Higher Ground Neighborhood Development Corp	Madison Park Academy - (Elementary)	\$92,000
60	Higher Ground Neighborhood Development Corp	New Highland Elementary School	\$72,000
61	Higher Ground Neighborhood Development Corp	Parker Elementary School	\$85,000
62	Lighthouse Community Charter School	Lighthouse Community Charter School	\$85,000
63	Oakland Leaf Foundation	ASCEND	\$103,914
64	Oakland Leaf Foundation	Bret Harte Middle	\$85,000
65	Oakland Leaf Foundation	EnCompass	\$72,000
66	Oakland Leaf Foundation	International Community School	\$92,000
67	Oakland Leaf Foundation	Learning Without Limits	\$92,000
68	Oakland Leaf Foundation	Think College Now	\$72,000
69	Safe Passages	Coliseum College Prep Academy (CCPA)	\$85,000
70	Safe Passages	Communities United Elementary School (CUES)	\$91,369
71	Safe Passages	United For Success Academy	\$85,000
72	San Francisco Bay Area Council, Learning for Life	Carl B. Munck Elementary	\$72,000
73	San Francisco Bay Area Council, Learning for Life	Fruitvale Elementary School	\$72,000
74	San Francisco Bay Area Council, Learning for Life	Laurel Community Partnership Academy	\$72,000
75	San Francisco Bay Area Council, Learning for Life	Manzanita SEED	\$72,000
76	Ujima Foundation	Burckhalter Elementary	\$72,000
77	YMCA of the East Bay	Piedmont Avenue Elementary	\$72,000
78	YMCA of the East Bay	West Oakland Middle	\$85,000
<b>Subtotal:</b>			<b>\$4,882,773</b>

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #4: Student Engagement in Learning</b>			
79	Alternatives in Action	FOCUS: Fremont - Our Community United for Success	\$100,000
80	Destiny Arts Center	DAC: Havenscourt Artists-at-School Residency	\$100,000
81	East Bay Asian Youth Center	9th Grade Transition	\$75,000
82	East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$75,000
83	Girls Incorporated of Alameda County	Daytime Literacy Intervention and Engagement	\$102,000
84	Lincoln Child Center, Inc.	New Highland-Rise Family Resource Center	\$79,754
85	Lincoln Child Center, Inc.	West Oakland Initiative	\$100,000
86	Oakland International High School / Oakland Unified School District	OIHS Immigrant & Refugee Wellness Program	\$88,360
87	Oakland Unified School District	OUSD Student Engagement in Restorative Justice	\$100,000
88	Student Program for Academic and Athletic Transitioning	Middle School Student Engagement in Learning	\$30,000
89	Youth Alive	Youth ALIVE! Targeted Engagement for Youth Exposed to Violence	\$65,000
<b>Subtotal:</b>			<b>\$915,114</b>

<b>Strategy #5: Year-Round Youth Development and Empowerment</b>			
90	Alameda Family Services	DreamCatcher Youth Services	\$50,000
91	Alternatives in Action	Life - AIAHS - McClymonds	\$100,000
92	American Indian Child Resource Center	Culture Keepers	\$50,000
93	Asian Pacific Environmental Network (APEN)	AYPAL: Building API Community Power	\$75,000
94	Attitudinal Healing Connection, Inc.	West Oakland Legacy & Leadership Project	\$100,000
95	Bay Area Girls' Rock Camp	Girls Rock After School Program (GRASP) and Girls Rock Summer Camp	\$50,000
96	Bay Area Outreach & Recreation Program	Sports & Recreation for Youth with Disabilities	\$43,400
97	Boys & Girls Clubs of Oakland	Educational Programs for the Youth of Oakland	\$150,000
98	Brothers on the Rise	Brothers, UNITE!	\$107,443
99	Center for Media Change	Hack the Hood Bootcamp	\$150,000
100	Chapter 510 INK	Dept of Make Believe	\$75,000
101	College Track	College Track Oakland	\$150,000
102	Communities United for Restorative Youth Justice	Homies 4 Justice	\$50,000
103	Community Works West Inc.	Project WHAT	\$80,000
104	Dimensions Dance Theater, Inc.	Rites of Passage	\$75,000



<b>Strategy #5: Year-Round Youth Development and Empowerment (cont.)</b>			
<b>Grant ID</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>Grant Contract (not to exceed)</b>
105	East Bay Asian Local Development Corporation	Lion's Pride	\$105,000
106	East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$127,012
107	East Oakland Youth Development Center	After School Leadership Academy	\$150,000
108	First Place for Youth	First Steps Community Resource Center	\$150,000
109	Fresh Lifelines for Youth, Inc.	FLY Leadership Program	\$75,000
110	Health Initiatives for Youth, Inc.	Youth Development & Empowerment	\$95,738
111	La Clinica de La Raza, Inc.	Youth Brigade	\$147,899
112	Music Is Extraordinary, Inc.	Preparatory Studies in Music	\$75,000
113	Native American Health Center, Inc.	Community Wellness Department Youth Services	\$150,000
114	Oakland Kids First	REAL HARD Youth Leadership	\$80,000
115	Oakland Leaf Foundation	Love Cultivating Schoolyards	\$40,000
116	Oakland Parks and Recreation	Oakland Discovery Centers	\$150,000
117	The Oakland Public Education Fund	Media Enterprise Alliance	\$50,000
118	Project Re-Connect Inc.	Family Connections/Leaders Connect	\$75,000
119	Refugee Transitions	Newcomer Community Engagement Program	\$171,054
120	Safe Passages	Get Active	\$149,998
121	Teen Success, Inc.	Supporting Teen Mothers Program	\$35,000
122	Youth Alive	Teens on Target Youth Leadership	\$108,000
123	Youth Speaks, Inc.	Arts In Education	\$150,000
124	Youth UpRising	Youth and Development	\$75,000
<b>Subtotal:</b>			<b>\$3,465,544</b>

<b>Strategy #6: Summer Youth Development and Empowerment</b>			
125	Aim High for High School	Aim High/Oakland	\$150,000
126	Destiny Arts Center	Summer with Destiny	\$97,037
127	East Bay Asian Youth Center	Camp Thrive	\$118,956
128	East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$150,000
129	Edventuremore!	Camp Edmo	\$50,000
130	Family Support Services of the Bay Area	Kinship Summer Youth Program	\$111,000
131	Girls Incorporated of Alameda County	Concordia Summer	\$62,734
132	Lincoln Child Center, Inc.	Oakland Freedom Schools	\$149,674
133	Oakland Leaf Foundation	Oakland Peace Camp (OPC)	\$30,000
134	Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$30,000
135	Rose Foundation for Communities and the Environment	New Voices are Rising	\$35,000
136	Social and Environmental Entrepreneurs (SEE), Inc.	Acta Non Verba: Youth Urban Farm Project	\$59,500
<b>Subtotal:</b>			<b>\$1,043,901</b>

Strategy #7: Career Awareness and Academic Support for Older Youth			
Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
137	Alameda Health System	Oakland Health Careers Collaborative	\$300,000
138	Better Health East Bay Foundation	Youth Bridge Workforce Development Program	\$117,533
139	Beyond Emancipation	GROW Oakland	\$100,000
140	Center for Media Change, Inc.	A-Team	\$150,000
141	Centro Legal de la Raza	Youth Law Academy	\$150,000
142	Civicorps	Academic and Professional Pathway	\$100,000
143	Covenant House California	CHC Transitional Services	\$150,000
144	East Bay College Fund	Oakland Promise College and Career Access and Success Program	\$213,000
145	Juma Ventures	Pathways to Advancement	\$115,000
146	Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$55,000
147	Oakland Unified School District	Exploring College and Career Options	\$150,000
148	Spanish Speaking Unity Council of Alameda County, Inc.	Oakland Youth Engaged (OYE)	\$75,000
149	The Youth Employment Partnership, Inc.	Building Green Futures	\$300,000
150	Youth Radio	Digital Communications Pathways	\$150,000
<b>Subtotal:</b>			<b>\$2,125,533</b>
<b>TOTAL</b>			<b>\$14,836,101</b>

; now, therefore, be it

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

**FURTHER RESOLVED:** That the City Council approves the allocation of unspent monies from the prior year revenue adjustment in the amount of \$1,755,064 from Kids First! Oakland Children's Fund (Fund 1780) Youth Services Organization (78251), Account Services Contracts (54911), OFCY Contract FY 2014-2015 ADJ Project (P463731) for OFCY grants for FY 2016-2017; and, be it

**FURTHER RESOLVED:** That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed \$14,836,101 for FY2016-2017, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and, be it

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

= JUN 07 2016

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

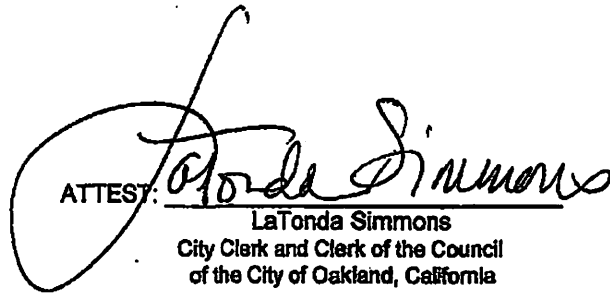
**PASSED BY THE FOLLOWING VOTE:**

AYES- BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, AND  
PRESIDENT GIBSON MCELHANEY - 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	17-0619
Introduction Date	4/26/17
Enactment Number	
Enactment Date	
By	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

To: Board of Education

From: Devin Dillon, Interim Superintendent

Subject: Grant Agreement– Kids First – Oakland Fund For Children and Youth (OFCY)

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of Grant Agreement between the District and The City of Oakland, for fiscal year 2016/17, for High School Academy Internships, as specified in the agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

**BACKGROUND:**

The Grant Agreement for the District for fiscal year 2016-17 was submitted for funding as indicated in the chart below.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-0619	Yes	Grant Agreement	Oakland Unified School District's High School Linked Learning Office	The grant will support the funding of high school internships	July 1, 2016 through June 30, 2017	City of Oakland's Kids First Oakland Fund for Children and Youth	\$150,000.00

**DISCUSSION**

This grant allows the High School Linked Learning Office to offer student stipends to cover cost (travel, dress, materials, etc.) of engaging in an unpaid summer internship that is deepening skills and knowledge of the industries related to their pathway program of study.

**FISCAL IMPACT**

The total amount of the grant will be provided to the High School Linked Learning Office from the funder.

- Grant valued at: \$150,000.00

**RECOMMENDATION**

Approval and acceptance by the Board of Education, of Grant Agreement between Oakland Unified School District and The City of Oakland, for fiscal year 2016-17.

**ATTACHMENTS:**

Grant Face Sheet, Grant Agreement.

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

Whereas, pursuant to City of Oakland Resolution No 86220 C.M.S., the Council has authorized the City Administrator or her designee to enter into this Agreement in accord with the City's ordinances and applicable provisions of the Oakland City Charter for a ***KIDS FIRST! Oakland Fund for Children and Youth*** grant; and

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of July 1, 2016 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OAKLAND UNIFIED SCHOOL DISTRICT, a California public entity ("Grantee").

2. Scope of Work

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

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

3. Grant-Funded Program Documents and Provisions

Grantee, by executing this Agreement, is responsible for fiscal and programmatic compliance with all Agreement terms. The Project Manager for the City shall be Sandra Taylor, Children and Youth Services Manager.

a. Evaluation. Grantee is required to cooperate and collaborate with Oakland Fund for Children and Youth (OFCY) evaluation consultants; guidelines for participation and requirements will be provided by OFCY.

b. Technical Assistance. Grantee is required to attend periodic sessions designed for technical assistance purposes.

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

4. Time of Performance

The grant term shall be for one year beginning July 1, 2016 and shall end on June 30, 2017.

5. Grant Funding, Method of Disbursal, Receipts

Grantee will be paid for performance of the Scope of Work in an amount that will be based on actual costs but that will be "Capped" so as not to exceed the sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) ("Authorized Funds") in fiscal year 2016 - 2017 based on the scope of services and deliverable tasks in **Schedule A** and the budget by billing rates in **Schedule B** (Budget and Budget Narrative). The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if Grantee's actual costs and expenses exceed the Capped amount. Payment due on completion and acceptance of deliverables as specified in the Scope of Services.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of \$30,000.00 (20% of total grant amount for Year Round programs, or 75% for Summer Program.). The advance will be offset against the payments to Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed..

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

- a. A quarterly invoice, supported by detailed documentation, sufficient to support payment; and
- b. A quarterly progress report confirming compliance with service goals established by this Agreement, specified in **Schedule A**.
- c. 25% Matching Requirement - In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty-five (25) percent of the total annual project amount. Failure to secure at least a twenty-five (25) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty-five (25) percent reduction in the total amount of compensation paid to Grantee.
- d. The documents submitted for all payments shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee's failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Oakland Fund for Children and Youth funding during the following twelve months.
- e. Disbursements - The City shall have the right, but not the obligation, to make disbursements directly to subcontractors, fiscal partners or other third parties performing work under this Agreement when the City deems such direct payments advisable, and Grantee hereby assigns the right to receive grant proceeds to such third parties, said assignment conditioned on the City electing to exercise its third-party payment rights under this provision. However, this provision in no way is intended to waive or release Grantee from its responsibility to make timely payments to subcontractors, fiscal partners or other parties performing work under this Agreement.

All obligations incurred in the performance of this Agreement must be reported to the City within sixty (60) days following the termination of this Agreement. No claims submitted after the sixty-day period will be recognized as binding upon the City for reimbursement.

6. Evaluation and Monitoring

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

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

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

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

7. Grantee's Rights, Responsibilities, and Qualifications

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

compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Grantee's own acts and those of Grantee's subordinates and employees. Grantee will determine the method, details and means of performing the Work described in Schedule A. Grantee is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the grant payments paid by the City to Grantee for Work under this Agreement. On request, Grantee will provide the City with proof of timely payment. Grantee agrees to defend and indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Grantee's failure to comply with this provision.

- b. Grantee's Qualifications - Grantee represents that Grantee has the qualifications and skills necessary to perform the Work under this Agreement in a competent and professional manner without the advice or direction of The City. This means Grantee is able to fulfill the requirements of this Grant Agreement. Failure to perform the Work required under this Grant Agreement will constitute a material breach of the Agreement and may be cause for termination of Grant Funding and the Agreement. Grantee has complete and sole discretion for the manner in which the work under this Grant Agreement is performed.
- c. Fiscal Agency Responsibility - This Agreement between the City and Grantee assumes inherent responsibility regarding fiscal agency. In case a Grantee has entered into a subcontract or fiscal partnership, the City holds Grantee legally liable for all aspects of the contract including but not limited to project implementation, fiscal management, and communication with the City regarding the subcontract or fiscal partner activities. As a fiscal sponsor or agent, Grantee is expected and authorized to manage the finances of the grant; monitor and deliver program activities of subcontracting or partner agencies; provide fiscal oversight and support to subcontracting or partner agencies; conduct fiscal review, site visits, and deliver necessary support to subcontracting or partner agencies; communicate with the City regarding the subcontract or fiscal partnership; review, approve, and submit reports, invoices, scope of work revision requests, and budget revision requests to the City; pick up warrants; terminate contracts with subcontracting or fiscal partner agencies with the approval of the City, if necessary; and assume full fiscal responsibility of contract, subcontract, and fiscal partnership.
- d. Publicity - Any publicity or marketing materials generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, must follow these guidelines:
  - i. Attribution of Funding - Any publicity or marketing materials generated by Grantee for the project will make reference to the contribution of the City of Oakland's Oakland Fund for Children and Youth (OFCY) in making the project possible. The words "Oakland Fund for Children and Youth" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles.
  - ii. Marketing Material - The OFCY logo must be clearly placed on all pieces of publicity and marketing material, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and



newspaper articles. City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the project funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

8. Audit

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

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

9. Assignment

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

10. Conflict of Interest

a. Grantee

The following protections against conflict of interest will be upheld:

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

- v. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- vi. Grantee understands that in some cases Grantee or persons associated with Grantee may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Grantee further understands that, as a public officer or official, Grantee or persons associated with Grantee may be disqualified from future City contracts to the extent that Grantee is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Grantee understands that the Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25) prohibits Grantee from hiring a "Public Servant", including certain former City employees, councilmembers, or Planning and Oversight Committee members, in order to prepare or present grant proposals to the POC. Grantee shall direct inquiries to the Oakland Public Ethics Commission.
- viii. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

11. Non-Discrimination/Equal Employment Practices

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

- a. Grantee and Grantee's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1** ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

13. Living Wage Ordinance

If the Funds disbursed under this Agreement is equal to or greater than \$100,000 in a 12-month period (Oakland Municipal Code Chapter 2.28), then Grantee must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of City Financial Assistance Recipients ("CFARs") (Ord. 12050 § 1, 1998). When applicable, the Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the Grantee must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – As of July 1, 2016, said employees shall be paid an initial hourly wage rate of \$12.93 with health benefits or \$14.86 without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.93 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Grantee shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

14. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City grantees between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

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

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

15. Minimum Wage Ordinance

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

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

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

16. City of Oakland Campaign Contribution Limits

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

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

17. Nuclear Free Zone Disclosure

Grantee represents, pursuant to **Schedule P** ("Nuclear Free Zone Disclosure Form"), that Grantee is in compliance with the City of Oakland's restrictions on doing business with

service providers considered nuclear weapons makers. Prior to execution of this agreement, Grantee shall complete **Schedule P**, attached hereto.

18. Insurance

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

19. Indemnification

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

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

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

20. Arizona and Arizona-Based Businesses

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

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

21. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

22. Religious Prohibition  
There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.
23. Business Tax Certificate  
Grantee shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.
24. Fraud, Waste and Abuse  
Grantee shall immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work
25. Termination For Cause or Non-Appropriation  
The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Grantee breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within a reasonable time not to exceed thirty (30) days after receipt of written notice of such breach.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on July 1, 2017.

26. Termination for Lack of Appropriation  
City's obligations under this Agreement are contingent upon continued Kids First! funding. The City may terminate this Agreement on thirty (30) days' written notice to Grantee without further obligation if said grant funding is withdrawn or otherwise becomes unavailable for continued funding of the grant work or activity funded hereunder. Termination notice shall be made in accordance with the "Notices" section of this Agreement.
27. Litigation and Pending Disputes  
Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement
28. Governing Law  
This Agreement shall be governed by the laws of the State of California.

29. Notice

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

(City of Oakland)

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

Oakland Unified School District  
1000 Broadway Suite ~~680~~ 440  
Oakland, CA 94607

Attn: Susan Benz Ashley Maurice Hill Bretchen Livesey

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

30. Non-Liability of City

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

31. Right to Offset Claims for Money

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

32. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Work by Grantee for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of the Work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

33. Modification

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

34. Severability/Partial Invalidity



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

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

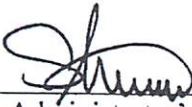
35. Inconsistency

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

36. Approval

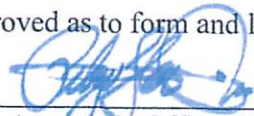
If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

City of Oakland,  
a municipal corporation

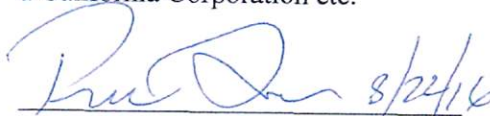
  
\_\_\_\_\_  
(City Administrator's Office) (Date) 07/29/16

  
\_\_\_\_\_  
(Department Head Signature) (Date) 10/21/16

Approved as to form and legality:

  
\_\_\_\_\_  
(City Attorney's Office Signature) (Date) OCT 13, 2016

\_\_\_\_\_  
Oakland Unified School District,  
a California Corporation etc.

  
\_\_\_\_\_  
(Signature) (Date) 8/24/16

Title: Network Superintendent

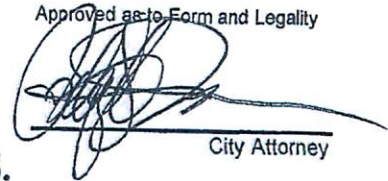
\_\_\_\_\_  
Business Tax Certificate No.

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

Approved as to Form and Legality

2016 MAY 12 PM 12:00 OAKLAND CITY COUNCIL

RESOLUTION NO. 86226 C.M.S.

  
City Attorney

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED \$14,836,101 FOR FISCAL YEAR 2016-2017, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2017-2018 AND 2018-2019 PENDING COUNCIL APPROVAL**

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

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

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

**WHEREAS**, the revenue appropriation for Fiscal Year (FY) 2016-2017 to the Kids First! Oakland Children's Fund (Fund 1780) was approved in the FY 2015-2017 Adopted Policy Budget and 90% of the appropriation in the amount of \$13,081,037 will be available for grants and is located in Kids First! Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912), FY 2016-2017 OFCY Contract Project (P485230) and these funds are available for allocation to grants; and

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

**WHEREAS**, the prior revenue adjustment has resulted in an unspent project balance of \$2,521,989 in Kids First! Oakland Children's Fund (1780) from Youth Services Organization (78251), Services Contracts Account (54911), OFCY Contract FY 2014-2015 ADJ Project (P463731), and \$1,755,064 of these funds are available for allocation to grants; and

**WHEREAS**, in October 2015, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 85844 C.M.S.) with priority areas: 1) Early Childhood, 2) Student Success in School, 3) Youth Development and Empowerment, and 4) Transitions to Adulthood; and

**WHEREAS**, in November 2015, the POC published a Requests for Proposals based on the adopted OFCY Strategic Investment Plan 2016-2019 and conducted an “open and fair” competitive review process for the selection of grants for the OFCY 2016-2019 grant cycle; and

**WHEREAS**, in January 2016, OFCY received 237 proposals and responses from private non-profit and public entities to provide services for the OFCY grant cycle 2016-2019; and

**WHEREAS**, the OFCY staff and trained reviewers have evaluated 237 proposals for the Oakland Fund for Children and Youth in accordance with the criteria in the Request for Proposals; and

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

**WHEREAS**, the POC recommends the following 150 grant funding awards in the amounts specified below for FY 2016-2017, and as renewable with City Council approval for FY 2017-2018 and FY 2018-2019:

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #1: Early Childhood Mental Health Consultations</b>			
1	Family Paths, Inc.	Early Childhood Mental Health Collaborative	\$250,000
2	Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$300,000
3	Lincoln Child Center, Inc.	Early Childhood Mental Health Consultation	\$150,000
<b>Subtotal:</b>			<b>\$700,000</b>

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #2: Parent Support and Education</b>			
4	East Bay Agency for Children	Parent Child Education Support Program	\$100,783
5	East Bay Community Recovery Project	Project Pride	\$75,000
6	Family Paths, Inc.	Abriendo Puertas/Opening Doors Parent Education	\$82,048
7	Lotus Bloom	Multicultural Family Resource Centers	\$298,689
8	Lotus Bloom	School Readiness Playgroups	\$75,000
9	Oakland Parents Together	Listening to Children Parent Cafes	\$75,000
10	Oakland Parks and Recreation	Sandboxes to Empowerment	\$150,000
11	The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$133,800
12	Oakland Unified School District	Community Schools and Student Services-Expanded Learning	\$93,770
13	Our Family Coalition	Building Strong Children in LGBTQ Families	\$92,000
14	Prescott-Joseph Center for Community Enhancement, Inc.	Prescott Joseph Center's Pre-preschool Program	\$50,000
15	Northern California Society to Prevent Blindness, an Affiliate of the National Society to Prevent Blindness	Vision Awareness & Education for Low-income Oakland Families	\$29,803
16	Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$298,909
17	Tandem, Partners in Early Learning	Community Capacity Building - Training in Early Learning	\$56,434
18	UCSF Benioff Children's Hospital Oakland	Pillars of Parenting Support (POPS) Program	\$92,000
<b>Subtotal:</b>			<b>\$1,703,237</b>

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #3: School-based after school</b>			
19	Alternatives in Action	Life Academy Middle School	\$85,000
20	Bay Area Community Resources	Alliance Academy	\$105,000
21	Bay Area Community Resources	Bridges Academy	\$72,000
22	Bay Area Community Resources	Elmhurst Community Prep	\$85,000
23	Bay Area Community Resources	Emerson Elementary	\$72,000
24	Bay Area Community Resources	Esperanza Elementary	\$92,000
25	Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$92,000
26	Bay Area Community Resources	Futures Elementary	\$72,000
27	Bay Area Community Resources	Global Family	\$72,000
28	Bay Area Community Resources	Grass Valley Elementary	\$72,000
29	Bay Area Community Resources	Greenleaf Elementary	\$72,000
30	Bay Area Community Resources	Hoover Elementary	\$72,000
31	Bay Area Community Resources	Howard Elementary	\$92,000
32	Bay Area Community Resources	Lafayette Elementary	\$72,000
33	Bay Area Community Resources	Madison Park Academy (Middle)	\$85,000
34	Bay Area Community Resources	Markham Elementary	\$92,000
35	Bay Area Community Resources	Martin Luther King, Jr. Elementary	\$72,000
36	Bay Area Community Resources	Preparatory Literary Academy Of Cultural Excellence	\$72,000
37	Bay Area Community Resources	Sankofa Academy	\$85,000
38	Citizen Schools, Inc.	Roots International Academy	\$105,000
39	Eagle Village Community Center Youth and Family Services, Inc.	Westlake Middle School	\$85,000
40	East Bay Agency for Children	Achieve Academy	\$91,964
41	East Bay Agency for Children	Rise Community	\$72,000
42	East Bay Asian Youth Center	Bella Vista Elementary	\$72,000
43	East Bay Asian Youth Center	Cleveland Elementary	\$72,000
44	East Bay Asian Youth Center	Edna Brewer Middle School	\$85,000
45	East Bay Asian Youth Center	Franklin Elementary	\$72,000
46	East Bay Asian Youth Center	Frick Middle School	\$85,000
47	East Bay Asian Youth Center	Garfield Middle School	\$90,870
48	East Bay Asian Youth Center	La Escuelita Elementary	\$104,786
49	East Bay Asian Youth Center	Lincoln Elementary School	\$72,000
50	East Bay Asian Youth Center	Manzanita Middle School	\$90,870
51	East Bay Asian Youth Center	Roosevelt Middle	\$85,000
52	East Bay Asian Youth Center	Urban Promise Academy Middle School	\$85,000
53	Girls Incorporated of Alameda County	Acorn Woodland Elementary School	\$92,000
54	Girls Incorporated of Alameda County	Allendale	\$72,000

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #3: School-based after school (cont.)</b>			
55	Girls Incorporated of Alameda County	East Oakland Pride	\$72,000
56	Girls Incorporated of Alameda County	Horace Mann	\$72,000
57	Girls Incorporated of Alameda County	Reach Academy	\$72,000
58	Higher Ground Neighborhood Development Corp	Brookfield Elementary	\$72,000
59	Higher Ground Neighborhood Development Corp	Madison Park Academy - (Elementary)	\$92,000
60	Higher Ground Neighborhood Development Corp	New Highland Elementary School	\$72,000
61	Higher Ground Neighborhood Development Corp	Parker Elementary School	\$85,000
62	Lighthouse Community Charter School	Lighthouse Community Charter School	\$85,000
63	Oakland Leaf Foundation	ASCEND	\$103,914
64	Oakland Leaf Foundation	Bret Harte Middle	\$85,000
65	Oakland Leaf Foundation	EnCompass	\$72,000
66	Oakland Leaf Foundation	International Community School	\$92,000
67	Oakland Leaf Foundation	Learning Without Limits	\$92,000
68	Oakland Leaf Foundation	Think College Now	\$72,000
69	Safe Passages	Coliseum College Prep Academy (CCPA)	\$85,000
70	Safe Passages	Communities United Elementary School (CUES)	\$91,369
71	Safe Passages	United For Success Academy	\$85,000
72	San Francisco Bay Area Council, Learning for Life	Carl B. Munck Elementary	\$72,000
73	San Francisco Bay Area Council, Learning for Life	Fruitvale Elementary School	\$72,000
74	San Francisco Bay Area Council, Learning for Life	Laurel Community Partnership Academy	\$72,000
75	San Francisco Bay Area Council, Learning for Life	Manzanita SEED	\$72,000
76	Ujimaa Foundation	Burckhalter Elementary	\$72,000
77	YMCA of the East Bay	Piedmont Avenue Elementary	\$72,000
78	YMCA of the East Bay	West Oakland Middle	\$85,000
<b>Subtotal:</b>			<b>\$4,882,773</b>

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
<b>Strategy #4: Student Engagement in Learning</b>			
79	Alternatives in Action	FOCUS: Fremont - Our Community United for Success	\$100,000
80	Destiny Arts Center	DAC: Havenscourt Artists-at-School Residency	\$100,000
81	East Bay Asian Youth Center	9th Grade Transition	\$75,000
82	East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$75,000
83	Girls Incorporated of Alameda County	Daytime Literacy Intervention and Engagement	\$102,000
84	Lincoln Child Center, Inc.	New Highland-Rise Family Resource Center	\$79,754
85	Lincoln Child Center, Inc.	West Oakland Initiative	\$100,000
86	Oakland International High School / Oakland Unified School District	OIHS Immigrant & Refugee Wellness Program	\$88,360
87	Oakland Unified School District	OUSD Student Engagement in Restorative Justice	\$100,000
88	Student Program for Academic and Athletic Transitioning	Middle School Student Engagement in Learning	\$30,000
89	Youth Alive	Youth ALIVE! Targeted Engagement for Youth Exposed to Violence	\$65,000
<b>Subtotal:</b>			<b>\$915,114</b>

<b>Strategy #5: Year-Round Youth Development and Empowerment</b>			
90	Alameda Family Services	DreamCatcher Youth Services	\$50,000
91	Alternatives in Action	Life - AIAHS - McClymonds	\$100,000
92	American Indian Child Resource Center	Culture Keepers	\$50,000
93	Asian Pacific Environmental Network (APEN)	AYPAL: Building API Community Power	\$75,000
94	Attitudinal Healing Connection, Inc.	West Oakland Legacy & Leadership Project	\$100,000
95	Bay Area Girls' Rock Camp	Girls Rock After School Program (GRASP) and Girls Rock Summer Camp	\$50,000
96	Bay Area Outreach & Recreation Program	Sports & Recreation for Youth with Disabilities	\$43,400
97	Boys & Girls Clubs of Oakland	Educational Programs for the Youth of Oakland	\$150,000
98	Brothers on the Rise	Brothers, UNITE!	\$107,443
99	Center for Media Change	Hack the Hood Bootcamp	\$150,000
100	Chapter 510 INK	Dept of Make Believe	\$75,000
101	College Track	College Track Oakland	\$150,000
102	Communities United for Restorative Youth Justice	Homies 4 Justice	\$50,000
103	Community Works West Inc.	Project WHAT	\$80,000
104	Dimensions Dance Theater, Inc.	Rites of Passage	\$75,000

**Strategy #5: Year-Round Youth Development and Empowerment (cont.)**

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
105	East Bay Asian Local Development Corporation	Lion's Pride	\$105,000
106	East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$127,012
107	East Oakland Youth Development Center	After School Leadership Academy	\$150,000
108	First Place for Youth	First Steps Community Resource Center	\$150,000
109	Fresh Lifelines for Youth, Inc.	FLY Leadership Program	\$75,000
110	Health Initiatives for Youth, Inc.	Youth Development & Empowerment	\$95,738
111	La Clinica de La Raza, Inc.	Youth Brigade	\$147,899
112	Music Is Extraordinary, Inc.	Preparatory Studies in Music	\$75,000
113	Native American Health Center, Inc.	Community Wellness Department Youth Services	\$150,000
114	Oakland Kids First	REAL HARD Youth Leadership	\$80,000
115	Oakland Leaf Foundation	Love Cultivating Schoolyards	\$40,000
116	Oakland Parks and Recreation	Oakland Discovery Centers	\$150,000
117	The Oakland Public Education Fund	Media Enterprise Alliance	\$50,000
118	Project Re-Connect Inc.	Family Connections/Leaders Connect	\$75,000
119	Refugee Transitions	Newcomer Community Engagement Program	\$171,054
120	Safe Passages	Get Active	\$149,998
121	Teen Success, Inc.	Supporting Teen Mothers Program	\$35,000
122	Youth Alive	Teens on Target Youth Leadership	\$108,000
123	Youth Speaks, Inc.	Arts in Education	\$150,000
124	Youth UpRising	Youth and Development	\$75,000
<b>Subtotal:</b>			<b>\$3,465,544</b>

**Strategy #6: Summer Youth Development and Empowerment**

125	Aim High for High School	Aim High/Oakland	\$150,000
126	Destiny Arts Center	Summer with Destiny	\$97,037
127	East Bay Asian Youth Center	Camp Thrive	\$118,956
128	East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$150,000
129	Edventuremore!	Camp Edmo	\$50,000
130	Family Support Services of the Bay Area	Kinship Summer Youth Program	\$111,000
131	Girls Incorporated of Alameda County	Concordia Summer	\$62,734
132	Lincoln Child Center, Inc.	Oakland Freedom Schools	\$149,674
133	Oakland Leaf Foundation	Oakland Peace Camp (OPC)	\$30,000
134	Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$30,000
135	Rose Foundation for Communities and the Environment	New Voices are Rising	\$35,000
136	Social and Environmental Entrepreneurs (SEE), Inc.	Acta Non Verba: Youth Urban Farm Project	\$59,500
<b>Subtotal:</b>			<b>\$1,043,901</b>



Strategy #7: Career Awareness and Academic Support for Older Youth			
Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
137	Alameda Health System	Oakland Health Careers Collaborative	\$300,000
138	Better Health East Bay Foundation	Youth Bridge Workforce Development Program	\$117,533
139	Beyond Emancipation	GROW Oakland	\$100,000
140	Center for Media Change, Inc.	A-Team	\$150,000
141	Centro Legal de la Raza	Youth Law Academy	\$150,000
142	Civicorps	Academic and Professional Pathway	\$100,000
143	Covenant House California	CHC Transitional Services	\$150,000
144	East Bay College Fund	Oakland Promise College and Career Access and Success Program	\$213,000
145	Juma Ventures	Pathways to Advancement	\$115,000
146	Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$55,000
147	Oakland Unified School District	Exploring College and Career Options	\$150,000
148	Spanish Speaking Unity Council of Alameda County, Inc.	Oakland Youth Engaged (OYE)	\$75,000
149	The Youth Employment Partnership, Inc.	Building Green Futures	\$300,000
150	Youth Radio	Digital Communications Pathways	\$150,000
<b>Subtotal:</b>			<b>\$2,125,533</b>
<b>TOTAL</b>			<b>\$14,836,101</b>

; now, therefore, be it

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

**FURTHER RESOLVED:** That the City Council approves the allocation of unspent monies from the prior year revenue adjustment in the amount of \$1,755,064 from Kids First! Oakland Children's Fund (Fund 1780) Youth Services Organization (78251), Account Services Contracts (54911), OFCY Contract FY 2014-2015 ADJ Project (P463731) for OFCY grants for FY 2016-2017; and, be it

**FURTHER RESOLVED:** That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed \$14,836,101 for FY2016-2017, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and, be it

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

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

**JUN 07 2016**

**PASSED BY THE FOLLOWING VOTE:**

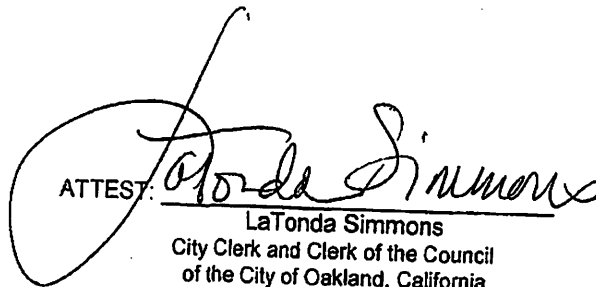
AYES- BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, AND  
PRESIDENT GIESON MCELHANEY - 8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST:



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

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**SCHEDULE A**  
**PROJECT DESCRIPTION - SCOPE OF WORK**

**A. PURPOSE STATEMENT**

Oakland Unified School District will use funds totaling up to \$150,00 to support the funding of high school academy internships during the period of this agreement. The Academy program enrolls approximately 3,500 students in grades 10 through 12. The purpose of these academies is to provide participants with the skills, knowledge and attitudes necessary for entry level employment and/or advanced study in the career focus areas of the academies. Current and future local employment trends in these areas are good based on labor market data. Additionally, current and future needs in Oakland indicate the need for a labor force with the skills, knowledge and attitudes provided to students in these academies.

The programs address two major development objectives of the City of Oakland Urban Renewal Plan: (1) strengthening the City of Oakland's role as an important office center and (2) providing employment and other economic benefits to disadvantaged persons. Preparation of the skilled labor force is expected to primarily benefit the City of Oakland.

One of the major goals of the Academies program is to provide students with the skills, knowledge and attitudes so that they can make wise decisions about career choices and to prepare them to be responsible, productive citizens. Work-based Learning is one of six strands included in the Academies Program. This strand is fundamental to the accomplishment of the program goal. The work-based learning standards include three components:

Career Exploration:                      This component exposes students to a variety of careers in the Career Focus aspect of an academy through classroom speakers, study tours, career fairs, service-learning, job shadowing and entrepreneurial projects.

Career Preparation:                      This component provides students with opportunities to learn more about selected careers through experiential learning, such as job shadowing, internships, career mentoring, project-based learning and student-run enterprises.

Career Decision Making: The career decision component focuses on career plans of students. Students complete their career development plan. Selected seniors participate in highly selective internships and student run enterprises.

## B. PROJECT OUTCOMES

This project will provide internship opportunities for students enrolled in the Oakland Unified School District Academies Program. Currently, the program serves approximately 10% of students participating in an OUSD Academies Program. Internship opportunities will be made available to students participating in all of the academies. The number of hours students are expected to complete during internships has been reduced to reflect a more realistic target for hours completed by students and to enable more students to participate. The outcomes of this project are consistent with the goals of the District. OAKLAND UNIFIED SCHOOL DISTRICT and the City of Oakland shall work toward implementing the program and achieving the following project outcomes:

1. Between July 1, 2016 and June 30, 2017, eligible academy juniors and seniors will participate in various internship opportunities. At least 80% of the student participants will complete at least 120 hours per internship.
2. By December 31, 2017 at least 50% of the seniors who participated in internships who are not enrolled in higher education or in the military will be employed.
3. At least 85% of summer interns will complete internship projects that demonstrate application of skills and knowledge attained or enhanced including self assessment plan.
4. At least 85% of the Fall and Spring interns will complete a career portfolio.
5. At least 80% of the students who complete internships will receive evaluations from their work-site supervisors and work-site coordinators with ratings of satisfactory or above in areas identified on the work-site learning plan.

## C. PERFORMANCE MEASURE

Oakland Unified School District shall report the number of unduplicated students participating annually.

**D. MANNER OF PAYMENT**

To receive the internship stipends grant funding from the City of Oakland, the Oakland Unified School District shall provide reports as specified below to the City of Oakland in a timely manner according to the following report schedule:

<b>Quarter</b>	<b>Period of Report</b>	<b>Report Due Date</b>
I	July 1, 2016 - September 30, 2016	October 14, 2016
II	October 1, 2016 - December 31, 2016	January 13, 2017
III	January 1, 2017 - March 31, 2017	April 14, 2017
IV	April 1, 2017 - July 1, 2017	July 14, 2017

Each report will include the following items:

1. Narrative: A summary of the quarters successes and challenges
2. Student Data: Statistics on student attendance and demographics
3. Fiscal Report: Actual and itemized expenditures for the quarter

**SCHEDULE B**  
**BUDGET NARRATIVE AND SUMMARY**

**A. BUDGET NARRATIVE:**

Oakland Unified School District proposes to use a grant of \$150,000 to provide internships for eligible students enrolled in academy programs. The funds will be used to support interns between July 1, 2016 and June 30, 2017. Priority for summer internships will be given to eligible academy students who have completed their junior year. Consideration will be given to graduating seniors and academy students who have completed their sophomore year if internship slots are available. Internships during the Fall and Spring will be available to the academy seniors. Below is a budget summary.

**B. BUDGET SUMMARY:**

**2016 - 2017 Budget Summary**

<b>Category</b>	<b>Description</b>	<b>Amount</b>
Internship Stipends and Benefits	Approximately 163 internships averaging 120 hours per internship	\$150,000
<b>Total:</b>		<b>\$150,000</b>

**COVER PAGE**

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**Oakland Unified School District - Exploring College and Career Options**

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If your agency or program undergoes any staff changes, please remember to update the cover page.

**Strategy Area**

Transitions to Adulthood

**Strategy**

Career Awareness and Academic Support for Older Youth

**Applicant/Fiscal Sponsor**

**Organization/Public Agency Name**

Linked Learning Office

**Project Title**

Exploring College and Career Options

**Project Website**

N/A

**Project Description (600 character max.)**

Exploring College and Career Options in Oakland (ECCO) provides a linked college and career curriculum facilitated by a certificated Career Technical Education teacher throughout the 10th and 11th grade in OUSD career academies and pathways. Students apply their learning in a 5 week paid summer internship, hosted by a local industry professionals and supervised by and OUSD credentialed teacher. The internship experience culminates in a mastery of demonstration of skills for success in college and career, guided by a rubric, and graded by industry experts.

**Designation**

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

**Executive Director**

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

**First Name**

Preston

**Last Name**

Thomas

**Phone**

5105792022

**Email**

preston.thomas@ousd.org

**Contract Representative**

This individual must be an employee of the contracting agency/fiscal agency and have the authority to negotiate scopes of work, budgets, and complete contracting documents. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

**First Name**

Ashley Marie

**Last Name**

Hill

**Title**

Operations and Strategic Growth

**Email**

ashley.hill@ousd.org

**Phone**

5109220220

**Address**

1000 Broadway, suite 440

**City**

Oakland

**State**

CA

**Zip**

94607



**Program Representative**

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

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Greg	Cluster	Coordinator, WBL
<b>Email</b>	<b>Phone</b>	
gregory.cluster@ousd.org	5108792247	
<b>Address</b>		
1000 Broadway, suite 440		
<b>City</b>	<b>State</b>	<b>Zip</b>
Oakland	CA	94607
<b>Service Sites</b>		

You may list up to five primary service sites and their associated contact information.

**Service Site 1**

**Site Name**

**Address**

<b>City</b>	<b>State</b>	<b>Zip</b>
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**Is Contact Person the same as Program Representative?**

Yes  No

**Contact Person for this site**

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
<b>Email</b>	<b>Phone</b>	

**Person Authorization to pick-up Reimbursement Payments**

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Ashley Marie	Hill	Operations and Strategic Growth
<b>Phone</b>	<b>Email</b>	
5109220220	ashley.hill@ousd.org	

**Person Authorization to pick-up Reimbursement Payments**

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Dolimer	Rodriguez	LEE Fellow
<b>Phone</b>	<b>Email</b>	
7185366307	dolimer.rodriguez@ousd.org	

DEMOGRAPHICS

Oakland Unified School District - Exploring College and Career Options

Estimate the total clients your program projects to serve during the period July 1, 2016 through June 30, 2017 if funded by OFCY. For each client to be served in your OFCY-funded program, your program is required to have a signed Release of Information Form stating that the client gives permission for the Grantee to input their information into a database for purposes of evaluating program and fund performance. Your program will be required to enter client demographic data including name, date of birth, gender, race/ ethnicity, and zip code for each participant served through OFCY funding.

Total Unduplicated Youth Participants (ages 0-20)		
Youth Participants' Race / Ethnicity	# to be Served	% to be Served
Black or African American	94	37.60%
Hispanic or Latino	80	32.00%
White	16	6.40%
Asian (specific ethnicity unknown). If known, enter below.	48	19.20%
Asian Indian	0	0.00%
Chinese	0	0.00%
Filipino	0	0.00%
Japanese	0	0.00%
Korean	0	0.00%
Vietnamese	0	0.00%
Middle East/North Africa	0	0.00%
American Indian and Alaska Native	0	0.00%
Native Hawaiian and Other Pacific Islander	0	0.00%
Some Other Race	12	4.80%
Two or More Races	0	0.00%
<b>Total</b>	<b>250</b>	
Youth Participants' Ages to be Served	# to be Served	% to be Served
0 - 5 years	0	0.00%
6 - 10 years	0	0.00%
11 - 15 years	0	0.00%
16-20 years	250	100.00%
<b>Total</b>	<b>250</b>	
Youth Participants' Residence	# to be Served	% to be Served
<b>Find District</b>		
District 1	25	10.00%
District 2	32	12.80%
District 3	6	2.40%
District 4	22	8.80%
District 5	71	28.40%
District 6	34	13.60%
District 7	60	24.00%
<b>Total</b>	<b>250</b>	
Youth Participants' Gender	# to be Served	% to be Served
Female	125	50.00%
Male	125	50.00%
Transgender	0	0.00%
<b>Total</b>	<b>250</b>	
Specific Populations	# to be Served	% to be Served

Children with Disabilities	12	4.80%
Foster Youth	5	2.00%
Homeless Youth	3	1.20%
LGBTQ Youth	2	0.80%
Unaccompanied Minors	0	0.00%
Youth Exposed to Violence	21	8.40%
<b>Total</b>	<b>43</b>	

**BUDGET**

**Oakland Unified School District - Exploring College and Career Options**

**PERSONNEL**

Lead Agency	Positions	First Name	Last Name	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
Coordinator, Work Based Learning	Greg	Cluster		104250	0.40	41,700.00	0.00	41,700.00

Narrative for the row above

The Coordinator for Work Based Learning will coordinate the teacher PD, student internship placement process, and ECCO classroom program, but no OFCY funds are necessary to fund the .4 portion of salary.

Volunteer Hours (In-kind)	Per Hour Rate	# Hours	Total Vol In-kind	
	12.25	122940	1,506,015.00	7,500.00

Please note, only up to 5% of the total OFCY funds requested will be counted toward the projected match for Volunteer Hours.

Narrative for the row above

250 Individual mentors who supervise an ECCO intern donate 150 hours of student mentoring. An additional 120 volunteers provide 5 hours of their time by conducting mock interviews, resume reviews, and financial literacy and dress for success workshops.

<b>FRINGE</b>	<b>Fringe Rate 80.15%</b>		<b>33,440.00</b>	<b>0.00</b>	<b>\$33,440.00</b>
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Narrative for the row above

Calculation of benefits for the .4 Manager and .4 Coordinators salaries at 40%

<b>PERSONNEL TOTAL</b>		<b>\$75,140.00</b>	<b>\$0.00</b>	<b>\$75,140.00</b>
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**OTHER DIRECT COSTS**

	Total Project Budget	OFCY Funds Requested	Projected Match
Duplicating/Copying	4000.00	0.00	4,000.00
Narrative for the row above			
Student Research and Reflection Logs and workbook for internship. \$21/student for printing, paid by Perkins funds.			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
No additional equipment to be leased to support student internship			
Equipment/Furniture Purchase	0.00	0.00	.00

Narrative for the row above			
No additional equipment required to support student internship			
Facility Rental	15000.00	0.00	15,000.00
Narrative for the row above			
Facility rental expense for student final Demonstration of Mastery paid from Perkins funds			
General Office Supplies/Software	1800.00	0.00	1,800.00
Narrative for the row above			
General office supplies to support ECCO summer workshops (including teacher supplies) are paid for through the OUSD summer Programs Office			
Postage	200.00	0.00	200.00
Narrative for the row above			
Postage is required to mail students, final internship paperwork and site assignments, report cards, final timesheets, and parent notifications, paid form OUSD Summer Programs budget.			
Program Materials and Supplies	14500.00	0.00	14,500.00
Narrative for the row above			
Materials and supplies for ECCO program, is paid for with Perkins funds and Linked Learning Office budget.			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above			
There are no communications expenses			
Travel/Transportation	2500.00	0.00	2,500.00
Narrative for the row above			
Travel reimbursement for 8 supervising teachers and 4 staff to make host site visits, parent orientations, and industry outreach and orientation paid for with Perkins Funds			
Professional Development	63840.00	0.00	63,840.00
Narrative for the row above			
Forty hours of PD for ECCO teachers is provided at a rate of \$28 per hour. There are 19 ECCO teams of three teachers per team who receive annual ECCO PD. This amount also includes payments for substitutes on the days teachers are attending PD. These funds are provided by a combination of Perkins, Linked Learning Office budget, Summer Programs Office budget			
<b>OTHER DIRECT COSTS TOTAL</b>	<b>\$101,840.00</b>	<b>\$ .00</b>	<b>\$101,840.00</b>
<b>YOUTH WAGES, STIPENDS, and INCENTIVES</b>			
<b>YOUTH WAGES</b>			

Youth Wages	# of clients	Hourly Wage	Total Project Budget	OFCY Funds Requested	Projected Match
NA	0	0.00	0.00	0.00	.00
Narrative for the row above					
There is no youth wage required					

<b>FRINGE</b>	Fringe Rate n/a	0.00	0.00	0
Narrative for the row above				
There is no Youth wage fringe rate				

**YOUTH STIPEND**

Youth Stipends	# of clients	Stipend Amount	Total Project Budget	OFCY Funds Requested	Projected Match
Interns	187	800.00	150000.00	150000.00	.00
Narrative for the row above					
OUSD ECCO interns will receive an \$800 stipend for a full time internships of 150 hours					

**YOUTH INCENTIVES**

YOUTH INCENTIVES	# of clients	Total Project Budget	OFCY Funds Requested	Projected Match
NA		0	0.00	0.00
Narrative for the row above				.00
NA				

**YOUTH WAGES, STIPENDS, and INCENTIVES SUBTOTAL**

\$150,000.00 \$150,000.00 \$.00

**CONSULTANTS**

CONSULTANTS	Total Project Budget	OFCY Funds Requested	Projected Match
NA		0.00	0.00
Narrative for the row above			.00
NA			

**CONSULTANTS TOTAL**

\$0.00 \$0.00 \$0.00

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

\$326,980.00 \$150,000.00 \$176,980.00

**SUBTOTAL WITHOUT INDIRECT COSTS**

\$326,980.00 \$150,000.00 \$176,980.00

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

Indirect Costs	Total Project Budget	OFCY Funds Requested	Projected Match
Lead Agency Indirect		0.00	0.00
Narrative for the row above			.00
NA			

**TOTAL**

\$326,980.00 \$150,000.00 \$176,980.00

Your OFCY Award amount is \$150,000.00

**ACTIVITIES SUMMARY**

**Oakland Unified School District - Exploring College and Career Options**

**Group Activities**

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			
<b>Individual Activities</b>										

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			
<b>Work Experience</b>										

Name	Category	Location	Projected # of Participants	Projected # of hours				Total Number of Hours
				Q1	Q2	Q3	Q4	
OUSD ECCO Internship [16-17]	Work Experience	OUSD ECCO Internships	250	37500.00	0.00	0.00	0.00	37500.00

**Service Description**

250 OUSD ECCO interns are enrolled in a summer Work Education Experience course for 10 credits, attend 12.5 hours of class, work 150 hours at individual host worksites all over Oakland and the east bay.

<b>Total</b>			250	37500.00	0.00	0.00	0.00	37500.00
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<b>Total Program Budget</b>		<b>OFCY Grant Requested</b>		<b>Total Match</b>
\$326,980.00		\$150,000.00		\$176,980.00

**Total Unduplicated Youth Participants**

**Total Units of Service** 250

**OFCY Cost Per Unduplicated Participant** \$600.00      **Total Cost Per Unduplicated Participant** \$1,307.92      **Average Hours of Service per Unduplicated Participant** 37500

**OFCY Cost Per Unit of Service** \$4.00      **Total Cost Per Unit of Service** \$8.72

## **Memorandum of Understanding to Establish a Secure Electronic Data Collection System**

### **Parties to This Memorandum of Understanding**

This Memorandum of Understanding is entered into this first day of July, 2016 by and between The City of Oakland, and Oakland Unified School District a grantee of the City of Oakland receiving Oakland Fund for Children and Youth (OFCY) funds to provide children and youth services (hereafter "Grantee").

### **Purpose**

The City of Oakland, Grantee, and individuals served by Grantee will benefit from Cityspan's access to personally identifiable information for the purpose of conducting reporting and other data compilations in support of contract monitoring and program evaluation. This MOU sets out the terms and methods for secure and consensual handling of this information.

The OFCY Cityspan database allows the City of Oakland to support the valuable work that Grantee provides to clients who receive a comprehensive array of services funded by OFCY.

The database benefits both Grantee and The City of Oakland by:

- Eliminating redundancy in data collection and reporting.
- Reducing time and paperwork required for Grantee to submit invoices, progress reports, and evaluation data to The City of Oakland.
- Improving the quality of program analysis through the use of a limited set of core data elements shared across funded programs.
- Making available free database technical support to Grantee during all regular business hours.

The database also ensures that high quality information about service delivery is available to demonstrate the impact of OFCY implementation for the clients that are served. The database helps fulfill the goals of evaluation, making it possible to:

- Identify and analyze the effectiveness of existing practices and strategies to support continuous quality improvement in OFCY funded programs.
- Longitudinally track and analyze data to identify best practices, service patterns, gaps, and participant outcomes in relation to their level of service participation.
- Demonstrate how the intensity of services provided to clients, and the overlapping of services from multiple funded programs, leads to improved client outcomes.

Cityspan shall protect the confidentiality of all protected health information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Confidentiality of Medical Information Act (CMIA). The protocol for data security established for OFCY Grantees is set up to ensure that grantee agency data can be shared only if the identity of the individual client is protected, or as required by City, State, or Federal rules, regulations, or laws.

### **Data Collection Procedure**

1. Grantee data will be collected via an online database administered by Cityspan. Personally identifiable client data will only be visible to the grantee that enters that data, to Cityspan, and to designated OFCY evaluator(s).
2. Grantee will be required to collect some individual level data such as client program participation. Identifying information – specifically, client first and last name and date of birth – will be collected in the Cityspan database.
3. Access to the online database is password protected. An authentication protocol prevents access to the database without a secure ID and password issued by Cityspan. Each grantee will determine which members of its agency have access to the database and what level of access they will have.
4. Electronic procedures will be implemented that terminate an electronic session after a predetermined time of inactivity, pursuant to HIPPA or CMIA standards, whichever is stricter. All accounts on the OFCY database will automatically log out if left idle for a designated period.

### **Data Matching Procedure**

In order to support the evaluation of OFCY programs and the progress of individual clients, the evaluator may match Grantee data with data provided by the Oakland Unified School District (OUSD). There are two principles to the data matching procedure:

1. OUSD will not have access to Grantee's data from the Cityspan database. The only exceptions are OFCY Grantees in the School-based after school strategy who are jointly funded by OFCY and OUSD and are using the hybrid OFCY/OUSD Cityspan system.
2. The evaluator will not use individually identifiable information for anyone during program analysis.

### **Steps Involved in Data Matching Process:**

- Grantee will enter names and dates of birth directly into the Cityspan database for each client.
- Cityspan will generate a unique "Cityspan ID" for each client.
- Cityspan sends the evaluator participant service data, Cityspan ID and identifying information.
- The evaluator matches participants to other data source records such as OUSD, using first name, last name, date of birth, ethnicity and gender – without OFCY service data.
- The evaluator strips the matched data records of any identifying information, keeping only the Cityspan ID intact before conducting data analysis of program impact.

### **Prohibition on Data Sharing**

Absolutely no sharing of Grantee program data in the Cityspan OFCY database is allowed other than that specified in this MOU. However, if data is ordered by any City, State, or Federal agency/body, pursuant to applicable rules, regulations or laws, such data shall be provided.



### **Procedure for Obtaining Prior Written Consent from Clients**

An Authorization to Release Confidential Information ("Consent Form") must be signed by each client before client data is collected and input or transferred into the Cityspan database. Grantee is responsible for discussion of confidentiality protocols with clients and parent/guardians and ensuring that they are informed about their rights.

In every case the original signed Consent Form will be kept by the Grantee and a copy will be provided to the client as well as the parent/guardian (if applicable). Authorization may be withdrawn at any time.

Grantee is expected to explain the Authorization process in a language understood by the client. If parent/guardian of the client does not speak the languages spoken by the Grantee staff, or cannot adequately read in the languages in which the Consent Form is available then it is the responsibility of the Grantee to provide an interpreter, or to read the form to the client or parent/guardian, and to sufficiently explain any difficult wording. Grantee shall respond fully, appropriately, and in a timely manner to the questions and concerns of the client and/or parent/guardian related to the forms or the confidentiality policy and procedures.

If the parent/guardians' ability to adequately understand and make decisions about their child's and their own participation in services is uncertain (e.g., due to age, cognitive impairment, extreme stress, or other factors), and a legally authorized representative is not available, the Grantee shall not release or disclose confidential information.

The authorization may be revoked at any time by the client or parent/guardian. To revoke the authorization, the client or parent/guardian should revoke the authorization in writing and submit it to the Grantee, who will then inform Cityspan as soon as is practicable. Actions taken by Cityspan or The City of Oakland prior to the revocation of the authorization may not be revoked. All confidential information on clients who have revoked their authorization will have identifying information removed from the Cityspan database in a timely manner.

Refusal to authorize sharing of confidential client information shall not preclude the client's receipt of Grantee's services. However, these clients will not be counted toward the achievement of Scope of Work projected benchmarks for unduplicated participants served and service hours (Units of Service).

### **Limitation on Disclosure of Confidential Information**

Only aggregated data or non-personally identifiable individual data will be shared with the City of Oakland. De-identified information may be shared which neither identifies nor provides a reasonable basis to identify an individual. De-identified data may include the removal of specified identifiers of the individual and of the individual's relatives, household members, and employers, and is adequate only if Cityspan has no actual knowledge that the remaining information could be used to identify the individual.

City of Oakland and its auditors, including the City Auditor, will have access only to aggregated data or individual data stripped of personally identifying information. The City and its auditors, including the City Auditor will not have access to personally identifying information, including names and birth dates of a particular client being served by a Grantee. The City and its auditors, including the City Auditor will have access to anonymized data on a particular client or aggregate data about a program if that program is serving a small number of clients who could be identified simply by race, gender or age.

Each Grantee will be responsible for carefully monitoring the data collection and reporting of confidential Client information maintained in the Cityspan database. The original, signed copy of the Client's Consent Form- and any other information regarding the Client collected at any point in time on paper, printed from electronic files, or stored electronically- will be placed in a personal paper or electronic file folder, and stored in a location accessible only to Grantee staff who can document a direct, specific, and time-limited need for the confidential information to which they request access.

Cityspan has agreed to maintain the database as follows:

- Cityspan shall keep all confidential information in the strictest confidence.
- Cityspan will provide for the protection of confidential information with the most advanced security technology available, and will meet all applicable rules, regulations, and laws, including but not limited to, those set out in HIPAA and CMIA, and all other California and federal privacy regulations.
- Cityspan shall maintain a database that is compliant with HIPAA, CMIA, and shall follow all HIPAA and CMIA privacy requirements in the handling of personally identifiable information.
- Cityspan will report its data compilations in such a manner so as not to permit the release of personally identifiable information to persons other than those identified in this MOU.
- Cityspan will not disclose any personally identifiable information to any requesting person or entity aside from the evaluator, without prior written authorization from the Grantee, with the exception of any directive or order for information from any City, State or Federal agency/body pursuant to applicable rules, regulations or laws.
- Cityspan shall keep all data in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way such that unauthorized persons cannot retrieve or alter the information by using a computer, remote terminal, or other means.
- Cityspan shall instruct all staff with access to confidential information about the requirements for handling confidential information.
- Cityspan shall provide all staff having access to confidential information with statements of organizational policies and procedures for the protection of human subjects and data confidentiality.
- Cityspan agrees to defend, indemnify, and hold harmless the City of Oakland, its Councilmembers, officers, partners, agents, and employees, and all Grantees from and against

any and all liabilities resulting from injury or death to persons, unauthorized or negligent use or disclosure of confidential information, and damage to or loss of tangible property of third parties, arising out of or resulting from the performance of Cityspan's services under this MOU to the extent attributable to the negligent acts or omissions of, or intentional injury by, Cityspan or its employees or agents.

- Cityspan agrees to return or destroy any Protected Health Information it receives from any Grantee inputting data into the online database as requested by Grantee or City, or as required by HIPAA or CMIA.
- Cityspan will comply with requirements for managing student education records as set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- Cityspan will provide technical support to all Grantees using the OFCY Cityspan database. Toward this end, Cityspan will operate a Help Desk by phone during all regular business hours, Monday through Friday excluding holidays from 9:00 a.m. to 5:00 p.m.

#### **Responsibilities of the Parties:**

##### **Grantee:**

- Grantee is responsible for maintaining password security to its own agency database user accounts. Each Grantee will have the ability to create user accounts and passwords that allow individuals to access the personally identifiable information entered into the database by their own agency.
- If a database user account assigned to a Grantee requires additions, amendments, or deletions, then the Grantee is responsible for contacting Cityspan during normal business hours to make those changes.
- Grantee will obtain a signed Consent Form from individuals (or from their parent or guardian if they are a minor) to input their personal information into the database and to participate in OFCY evaluation. Grantee will follow the procedure outlined above.
- Grantee will enter relevant information into the database and participate in the OFCY evaluation as a condition of funding.
- Grantee agrees to defend, indemnify, and hold harmless the City of Oakland, its Council Members, officers, partners, agents and employees from and against any and all liabilities resulting from injury or death to persons, unauthorized or negligent use or disclosure of confidential information, and damage or loss of tangible property of third parties arising out of or resulting from the performance of Grantee's obligations under this MOU to the extent attributable to the negligent acts or omissions of, or intentional injury by Grantee or its employees or agents.

##### **The City of Oakland:**

- The City of Oakland will not use its contractual relationship with Cityspan to compel Cityspan to deliver personally identifiable information.

**Term**

The term of this MOU shall be from July 1, 2016 to June 30, 2019. Any party may remove their data from the Cityspan OFCY database at any time with written notice to Cityspan. As soon as is reasonably practicable, any data owned by that party will then be returned or destroyed by Cityspan.


**ACKNOWLEDGMENT**

I have read and agree to the terms and methods for secure and consensual handling of OFCY participant data as outlined above.

Agency: Oakland Unified School District

Print Name: Ashtly Marie Hill

Title: Operations and Strategic Growth

Signature:  Date: 8/26/16

# Combined Grants Schedules



Business Name Oakland Unified School District Phone 510.879.8200 Email \_\_\_\_\_  
 Address 1000 Broadway Suite 660 City Oakland State CA Zip 94601 Federal ID # 94-6000385  
 City of Oakland Business License Number N/A Completed by: Ashley Hill Phone if different 510.922.0220

## 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: \_\_\_\_\_  
 Administering Department/Division: \_\_\_\_\_ Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_  
 Issues: \_\_\_\_\_

- (check) Additional Disputes listed on Attachment

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

Employment Questionnaire: Please respond to the following questions:

Questions	Responses
(1) How many permanent employees are employed with your company? (if less than 5, stop here)	N/A
(2) How many of your permanent employees are paid above the Living Wage rate?	N/A
(3) How many of your permanent employees are paid below the Living Wage rate?	N/A
(4) Number of compensated days off per employee? (Refer to item "a" above)	N/A
(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. \_\_\_\_\_ (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) \_\_\_\_\_

**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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input 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 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: MS

**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: MS

**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) 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: MS

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: Ashtley Marie Hill Title: Grants Manager  
Signature: [Signature] Date: 8/22/2016

**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>



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

To be completed by City Representative prior to distribution to Contractor

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

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

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

Contractor Name Oakland Unified School District Phone 510 - 879 - 8200

Street Address 1000 Broadway, Suite 440 City Oakland, State CA Zip 94607

Type of Submission (check one) \_\_\_\_\_ Bid \_\_\_\_\_ Proposal \_\_\_\_\_ Qualification \_\_\_\_\_ Amendment \_\_\_\_\_

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

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

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

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

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

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

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

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

[Signature]  
Signature

08 / 22 / 2016  
Date

Ashley Marie Hill  
Print Name of Signer

Grants Manager  
Position

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

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

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



## Schedule Q

### INSURANCE REQUIREMENTS

a. General Liability, Automobile, Worker's Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance**, shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, Bodily Injury, Broad Form Property Damage, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. If such CGL insurance contains a general aggregate limit, it shall apply separately to this agreement.
  - A. Coverage afforded on behalf of the City shall be primary insurance and any other insurance available to the City under any other policies shall be excess insurance (over the insurance required by this Agreement).
  - B. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location [project].
  - C. If the policy is a "claim made" type policy, the following should be included as endorsements:
    - 1) The retroactive date shall be the effective date of this Agreement or a prior date.
    - 2) The extended reporting or discovery period shall not be less than thirty-six (36) months.
- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be

endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. In the event the Contractor does not own vehicles, but utilized non-owned and hired vehicles, evidence of such coverage is acceptable with a signed statement from Contractor stating that only non-owned and hired vehicles are used in the course of the contract.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. **Professional Liability/errors and omissions insurance** in the amount of \_\_\_\_\_.

b. Terms Conditions and Endorsements

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

- i. **Insured Status (Additional Insured):** Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees as insureds in its Comprehensive Commercial General Liability policy. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. **Cancellation Notice:** 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;
- iii. **Cross-liability coverage** as provided under standard ISO forms' separation of insureds clause; and
- iv. **Certificate holder** is to be the same person and address as indicated in the "Notices" section of this Agreement; and

v. Insurer shall carry a insurance from an admitted company with a Best Rating of A VII or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

Northern California ReLIEF

**CERTIFICATE OF COVERAGE**

Issue Date

9/22/2016

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

LICENSE # 0451271

8151  
www.keenan.comTHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
AFFORDED BY THE COVERAGE DOCUMENTS BELOW.**ENTITIES AFFORDING COVERAGE:**

ENTITY A: Northern California ReLIEF

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

**COVERED PARTY:**Oakland Unified School District  
1000 Broadway, Suite 300  
Oakland CA 94607THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY  
REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE  
AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-108	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

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

As respects to the Grant Agreement between the City of Oakland and Oakland Unified School District for the Oakland Fund for Children and Youth (OFCY) Student Stipend - ECCO Summer Program through the coverage expiration date.

**CERTIFICATE HOLDER:**City of Oakland  
Attn: Sandra Taylor, Manager, Human Services  
150 Frank H Ogawa Plaza, Suite 4216  
Oakland CA 94612CANCELLATION.....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

**ENDORSEMENT**  
**ADDITIONAL COVERED PARTY**

<b>COVERED PARTY</b> Oakland Unified School District	<b>COVERAGE DOCUMENT</b> NCR 01711-08	<b>ADMINISTRATOR</b> Keenan & Associates
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Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

City of Oakland  
Attn: Sandra Taylor, Manager, Human Services  
150 Frank H Ogawa Plaza, Suite 4216  
Oakland CA 94612

**As Respects:**

As respects to the Grant Agreement between the City of Oakland and Oakland Unified School District for the Oakland Fund for Children and Youth (OFCY) Student Stipend - ECCO Summer Program through the coverage expiration date.

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Covered Party.

\_\_\_\_\_  
Authorized Representative

Issue Date: 9/22/2016



# 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

# 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**OAKLAND UNIFIED SCHOOL DISTRICT**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ **EDUCATIONAL K - 12**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**1000 BROADWAY**

6 City, state, and ZIP code  
**OAKLAND CA 94607**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I 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.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

9	4	-	6	0	0	0	3	8	5
---	---	---	---	---	---	---	---	---	---


Note, if the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

Sign Here Signature of U.S. person  Date **3/10/15**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1099-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- 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. 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, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**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: NA

**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: NA

**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) 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: NA

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: Navion Newbillians

Title: General Counsel

Signature: [Handwritten Signature]

Date: 8/12/16

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>

## Schedule Q

### INSURANCE REQUIREMENTS

(Revised 05/06/16)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$ \_\_\_\_\_ each claim and \$ \_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form: N/A *Adm*
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Child Sexual/Abuse insurance.** If Contractor will have unsupervised (parent or guardian not present, or if on School property, School official not present) contact with persons under the age of 18 years, Contractor shall maintain child sexual/abuse insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

b. Terms Conditions and Endorsements

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

- i. **Insured Status (Additional Insured):** Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). -If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and

- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall

be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.



# 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



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**Fiscal Services Division**

---

April 29, 2015

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 the Internal Revenue Code section 170(c)(1).

The Federal Identification Number for the Oakland Unified School District is **94-6000385**.

Sincerely,

Daniel B. Menyon  
Controller

## 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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above  
**Oakland Unified School District**

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ **School District**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**1000 Broadway, Suite 450**

**6** City, state, and ZIP code  
**Oakland, CA 94607**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I 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.

Social security number									
OR									
Employer identification number									
9	4	-	6	0	0	0	3	8	5

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here**      Signature of U.S. person ▶ *[Signature]*      Controller      Date ▶ 05.07.2015

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## Schedule Q

### INSURANCE REQUIREMENTS

*(Revised 05/06/16)*

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD, appropriate to the contractor's profession with limits not less than \$ \_\_\_\_\_ each claim and \$ \_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:**
  - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
  
- v. **Child Sexual/Abuse insurance. If Contractor will have unsupervised (parent or guardian not present, or if on School property, School official not present) contact with persons under the age of 18 years, Contractor shall maintain child sexual/abuse insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.**

b. Terms Conditions and Endorsements

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

- i. **Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and**
  
- ii. **Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and**

- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall

be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.