

File ID Number	20-1126
Introduction Date	6/24/20
Enactment Number	20-0996
Enactment Date	6/24/2020
By	OS



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

June 24, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Department

Subject: Grant Agreement - City of Oakland - Violence Prevention - Community School and Student Services Department

ACTION REQUESTED:

Approval and acceptance by the Board of Education of the Grant Agreement between District and City of Oakland accepting \$100,000.00 in City of Oakland Measure Z (Public Safety and Services Violence Prevention Act), to manage and oversee the implementation of Oakland Unite support for justice involved youth for the period July 1, 2019 through June 30, 2020 subject to the terms and conditions thereof.

BACKGROUND:

Grant award for OUSD schools for the period July 1, 2019 through June 30, 2020 was submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Agreement are attached

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-1126	Yes	Grant	Oakland Unified School District Community Schools and Student Services Department	To support life coaching to juvenile offenders referred by the Juvenile Justice Center Transitional Center (JJC) with a focus on school placement, probation discharge, and brokering of local support services via the Community Schools and Student Services Department	July 1, 2019 through June 30, 2020	City of Oakland, Measure Z: The Oakland Public Safety and Services Violence Prevention Act	\$100,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued \$100,000.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of the Grant Agreement between District and City of Oakland accepting City of Oakland Measure Z funds to manage and oversee the implementation of Oakland Unite support for justice involved youth for the period July 1, 2019 through June 30, 2020 subject to the terms and conditions thereof.

ATTACHMENTS:

Grant Management Face Sheet


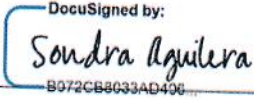
Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant: The California Wellness Foundation Grant	Funding Cycle Dates: July 1, 2019 – June 30, 2020
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) City of Oakland Human Services Department 150 Frank H. Ogawa Plaza, Suite 4340 Oakland, CA 94612 Attn: Peter Kim	Grant Amount for Full Funding Cycle: \$100,000
Funding Agency: City of Oakland/Oakland Unite	Grant Focus: Manage and oversee the Implementation of Oakland Unite support for justice involved youth
List all School(s) or Department(s) to be Served: Community Schools Student Services	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Justice involved youth will be connected to schools and case managers to support their successful transition back to school.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant’s budget for evaluation.)	We will track the number of youth enrolled in school and the education supports provided.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district’s indirect rate of 3.25% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact’s name, address, phone number, email address.)	Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150 510.879.2901 Andrea.Bustamante@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante		5/18/2020
Chief Academic Officer	Sondra Aguilera	 <small>B072CB8033AD496...</small>	5/20/2020

Grant Office Obtained Approval Signatures:

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

Approved as to form by OUSD Staff Attorney Joanna Powell on 5/19/2020.



2019 JUN 13 PM 1:38

OAKLAND CITY COUNCIL

RESOLUTION NO. 87758 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO:

- (1) EXECUTE GRANT AGREEMENTS WITH NON-PROFITS AND PUBLIC AGENCIES TO PROVIDE VIOLENCE INTERVENTION SERVICES IN ACCORDANCE WITH THE 2014 OAKLAND PUBLIC SAFETY AND SERVICES VIOLENCE PREVENTION ACT FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 IN A TOTAL AMOUNT NOT TO EXCEED \$8,905,000, WITH A ONE-YEAR OPTION TO RENEW THROUGH JUNE 30, 2021 PENDING INPUT AND ANALYSIS FROM THE CHIEF OF VIOLENCE PREVENTION PRIOR TO PRESENTING FOR COUNCIL APPROVAL; AND
- (2) ENTER INTO AN AGREEMENT WITH ALAMEDA COUNTY PROBATION DEPARTMENT TO ACCEPT AND APPROPRIATE UP TO \$100,000 ANNUALLY FROM A SECOND CHANCE ACT GRANT TO PILOT A JUVENILE GANG INTERVENTION PROGRAM FROM JULY 1, 2019 TO OCTOBER 31, 2022

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

WHEREAS, the Human Services Department (HSD) administers Safety and Services Act funds for violence intervention programs and services through its Oakland Unite division, which every two-to-three years prepares a spending plan to outline the strategies and services recommended for the next funding cycle; and

WHEREAS, HSD’s Oakland Unite division developed spending plan recommendations concerning strategies to prioritize and the process for allocating funds in collaboration with community and public partners that included community listening sessions, review of local and national best practices, and interviews with public and community partners; and

WHEREAS, the spending plan recommendations were informed by the ongoing citywide participatory planning process led by the Urban Strategies Council to inform the development of the City’s new Department of Violence Prevention (“DVP”); and

WHEREAS, the proposed spending plan dedicates the bulk of funds to gun violence interventions, with additional funds allocated to youth diversion and reentry supports, gender-based violence response services, and efforts to support community healing; and

WHEREAS, the Safety and Services Act establishes a Public Safety and Services Violence Prevention Oversight Commission (SSOC), whose members approved the priority spending plan for Safety and Services Act violence prevention and intervention funds on November 26, 2018; and

WHEREAS, the violence prevention program strategies and the process for allocating funds for a two year grant cycle were approved by City Council in December 2018 (Resolution No. 87477 C.M.S.); and

WHEREAS, Oakland Unite staff released a Request for Proposals in January 2019 and led a process in which trained reviewers evaluated 53 eligible proposals requesting funding for violence prevention services and programs; and

WHEREAS, Oakland Unite recommends, based on the RFP process, that the City enter into grant agreements with the agencies named below to implement the violence intervention programs and services outlined in the Oakland Unite 2019-2021 Spending Plan; and

WHEREAS, the SSOC recommended approval of the Oakland Unite funding recommendations with the addendum that: 1) additional reserve funds in the amount of \$300,000 to be awarded to BOSS to be used for work in either the Community Healing proposal or for Adult Employment and Education support; and 2) that any agency awarded \$500,000 or more in grant funding shall be subject to additional oversight by the Commission and Oakland Unite; and

WHEREAS, as authorized in the Spending Plan, Oakland Unite will also enter into an estimated two professional service agreements identified through a competitive request for qualifications process to assist the City in developing a comprehensive capacity-building program for the Oakland Unite network; and

WHEREAS, the recommended awards will be supported primarily by \$7,040,000 included in the Mayor's proposed FY2019-2021 budget pending City Council adoption using restricted funds collected for violence prevention programs as authorized by the Safety and Services Act, and with \$980,000 annually available in Safety and Services Act FY 2015-2019 Carryforward Funds; in the Measure Z Fund (2252), Policy & Planning Organization (78311), HSD Projects (100447-1004458 and 1004313); and

WHEREAS, Oakland Unite recommends expanding the reach of the Community Healing and Adult Life Coaching sub-strategies using \$1,000,000 (\$500,000 annually) in one-time funds available due to receipt of delinquent payments under the Public Safety Act of 2004 included in the Mayor's proposed FY2019-2021 budget pending City Council adoption; in the Measure Y Fund (2251), Policy and Planning Organization (78311), Measure Y Reserve Project (TBD); and

WHEREAS, Oakland Unite worked with Alameda County Probation Department (ACPD) to secure funding from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and will receive \$100,000 annually for a total of \$300,000 from ACPD for the period of July 1, 2019 to

October 31, 2022 to implement a pilot youth gang intervention program at Youth ALIVE as part of their Youth Life Coaching grant; now, therefore, be it:

RESOLVED: That the City Administrator is hereby authorized to execute grant agreements with the service providers listed below in the amounts specified for a total not to exceed an amount of \$8,905,000 for the period of July 1, 2019 through June 30, 2020, with a one-year option to renew pending input and analysis from the Chief of Violence Prevention prior to presenting for City Council approval, for the purpose of funding services as described in the accompanying report; and be it

FY 2019-2020 GRANT AMOUNTS		
Agency Name	FY2019-20 Amount	Project Code
Adult Employment and Education Support Services		
Center for Employment Opportunities, Inc.	\$ 345,000	1004451
Oakland Private Industry Council, Inc.	\$ 300,000	1004451
The Youth Employment Partnership, Inc.	\$ 255,000	1004313
Adult Life Coaching		
Abode Services	\$ 150,000	1004313/TBD
Community & Youth Outreach, Inc.	\$ 450,000	1004450
The Mentoring Center	\$ 450,000	1004450
Roots Community Health Center	\$ 250,000	1004313
Commercially Sexually Exploited Youth Intervention		
Bay Area Women Against Rape	\$ 235,000	1004454
Covenant House California	\$ 200,000	1004313
Motivating, Inspiring, Supporting and Serving Sexually Exploited Youth, Inc.	\$ 315,000	1004454
Community Healing		
Building Opportunities for Self-Sufficiency	\$ 550,000*	TBD
Communities United for Restorative Youth Justice	\$ 175,000	TBD
Community Initiatives (Fiscal sponsor for Restorative Justice for Oakland Youth)	\$ 325,000	1004457
Roots Community Health Center	\$ 325,000	1004457
Movement Strategy Center (Fiscal sponsor for Urban Peace Movement Oakland)	\$ 350,000	1004457
Family Violence Intervention		
Nihonmachi Legal Outreach (Asian Pacific Islander Legal Outreach)	\$ 200,000	1004455
The Family Violence Law Center	\$ 600,000	1004455
Shooting and Homicide Response		
Catholic Charities of the Diocese of Oakland	\$ 340,000	1004452
Youth ALIVE!	\$ 1,060,000	1004452
Training & Capacity Building		
Bay Area Legal Aid	\$ 15,000	1004458
Root & Rebound	\$ 15,000	1004458
Youth Career Exploration and Education Support		
Safe Passages	\$ 200,000	1004449
The Youth Employment Partnership, Inc.	\$ 400,000	1004449
Youth Diversion & Life Coaching		

FY 2019-2020 GRANT AMOUNTS		
Agency Name	FY2019-20 Amount	Project Code
Alameda County Probation Department	\$ 100,000	1004313
Community Works West, Inc.	\$ 200,000	1004448
East Bay Asian Youth Center	\$ 430,000	1004448
Oakland Unified School District	\$ 100,000	1004313
Young Women's Freedom Center (Center for Young Women's Development)	\$ 200,000	1004448
Youth ALIVE!	\$ 285,000	1004448
	\$ 85,000	OJJDP TBD
TOTAL	\$ 8,605,000	

*\$300,000 to be used for either Community Healing or Adult Employment services.

FURTHER RESOLVED: That the funds for the majority of the recommended awards are included in the Mayor's proposed FY2019-2021 budget pending City Council adoption and will be supported by restricted funds collected for violence prevention programs as authorized by the Safety and Services Act, Fund (2252), Policy & Planning Organization (78311), HSD Projects (100447-1004458 and 1004313); and be it

FURTHER RESOLVED: That grants in the Community Healing and Adult Life Coaching sub-strategies will be supplemented using \$1,000,000 (\$500,000 annually) in one-time funds available due to receipt of delinquent payments under the Public Safety Act of 2004 as included in the Mayor's proposed FY2019-2021 budget pending City Council adoption; in the Measure Y Fund (2251), Policy and Planning Organization (78311), Measure Y Reserve Project (TBD); and be it

FURTHER RESOLVED: That the ACPD funds in an amount not to exceed \$100,000 annually for a three year term from July 1, 2019 to October 31, 2022 will be appropriated in in the California Board of Corrections Fund (2152), Policy and Planning Organization (78311), OJJDP Project (TBD) and used to enhance a youth life coaching grant award as shown above; and be it

FURTHER RESOLVED: That if revised Safety and Services Act revenue projections for Fiscal Year 2019-2020 change, either positively or negatively, HSD may amend the grant agreements to adjust the grant amounts by the same percentage during the contracting process; and be it

FURTHER RESOLVED: That any unexpended balances due to grantees not meeting their deliverables shall be placed into the Measure Z Reserve Fund (2252), HSD Administration Organization (78311), and HSD Measure Z Reserve Fund Project (1004313); and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized, without returning to Council, to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests and related actions which may be necessary for the above-referenced grant agreements, without increasing the amount of the agreements except as specified above; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA,

JUN 1 8 2010

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND
PRESIDENT KAPLAN — 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:



LATONDA SIMMONS
City Clerk and Clerk of the Council of the
City of Oakland, California

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

This Grant Agreement (the "Agreement") dated July 1, 2019 is made and entered into by and between the City of Oakland, a municipal corporation (the "City"), and Oakland Unified School District ("Grantee").

RECITALS

- A. The City wishes to enter into this Agreement with Grantee to provide Violence Intervention Services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z) for period July 1, 2019 to June 30, 2020.
- B. The City Council, pursuant to Resolution No. 87756 C.M.S. has allocated grant funds to Grantee to fund its community-related programs and activities as specified herein.

Now therefore the parties to this Agreement agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to One Hundred Thousand dollars (\$100,000) (the "Grant").

2. Scope of Work

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities ("Work") specified in the **Scope of Work** attached to this Agreement as **Schedule A** and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. The Project Manager for the City shall be Peter Kim.

3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of Work under this Agreement in accordance with conditions of this Agreement including the attached Scope of Work in addition to City of Oakland rules, regulations and policies and applicable federal and state laws.

4. Time of Performance

The Grant term shall begin on July 1, 2019, and shall end on June 30, 2020.

5. Method of Payment

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

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

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within 30 days following the completion or termination of this Agreement. No claims submitted after the 30-day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by Grantee and not reported to the City within the 30-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

6. Prompt Payment

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is "disputed", the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City's Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to interest penalty in the amount of 10% of the improperly

withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

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

7. Evaluation, Monitoring and Reporting

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

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

8. Program Income

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

9. Proprietary or Confidential Information of the City

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

10. Records and Audit

Grantee must maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement, and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements applicable to the funding sources of the Grant. The City shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Grantee under this Agreement.

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

11. Fraud, Waste and Abuse

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

12. Assignment and Subcontracting

Grantee may not assign, subcontract, or otherwise transfer any rights, duties, obligations or interest in this Grant or Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City, and any attempt to assign,

subcontract, or transfer without such prior written consent shall be void. Consent to any single assignment, subcontract, or transfer shall not constitute consent to any further assignment, subcontract or transfer.

13. Publicity

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

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

14. Insurance

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

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless (and at City's request, defend) the City, and its Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
- (i) Breach of Grantee's obligations, representations or warranties under this Agreement;
 - (i) Act or failure to act in the course of performance by Grantee under this Agreement;
 - (ii) Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
 - (iii) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Grantee;
 - (iv) Unauthorized use or disclosure by Grantee of confidential information; or
 - (v) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.

- b. For purposes of the preceding subsections (i) through (vi), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, sub-consultants and subgrantees.
- c. The City shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, the City shall have the right if Grantee fails or refuses to defend the City with counsel acceptable to the City to engage its own counsel for the purposes of participating in the defense. In addition, the City shall have the right to withhold any payments due Grantee in the amount of anticipated defense costs plus additional reasonable amounts as security for Grantee's obligations under this section. In no event shall Grantee agree to the settlement of any claim described herein without the prior written consent of the City.
- e. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence, or willful misconduct of an Indemnitee.
- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. The City's liability under this Agreement shall be limited to payment of Grantee in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Non-Liability of City

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

17. Right to Offset Claims for Money

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

18. Events of Default and Remedies

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

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

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

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

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2020.

19. Termination or Modification for Lack of Appropriation

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

20. Litigation and Pending Disputes

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

21. Conflict of Interest

- a. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- b. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 *et seq.*, pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.
- c. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in (a) any 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 totaled more than \$500, or value of the gift totaled more than \$470 the previous year. Grantee agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- d. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.
- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

22. Non-Discrimination/Equal Employment Practices

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

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or military status. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

23. Local/Small Local Enterprise Participation

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

24. Living Wage Requirements

Grantee will be considered a City Financial Assistance Recipient ("CFAR") and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Grantee provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of **\$14.35 with health benefits** and **\$16.47 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Grantee shall pay adjusted wage rates.

- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.12 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
 - c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
 - d. Federal Earned Income Credit (EIC) – Grantee shall inform employees that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
-
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
 - f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
 - g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
 - h. Grantee shall require subgrantees that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

25. Equal Benefits Ordinance

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

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

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

26. Minimum Wage Ordinance

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

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

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

27. Political Prohibition

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

28. Religious Prohibition

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

29. Business Tax Certificate or Exemption

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

30. Abandonment of Grant

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

31. Relationship of Parties

The relationship of the City and Grantee is solely that of a grantor and grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The City does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the Work performed under this Agreement. Except as the City may specify in writing, Grantee has no authority to act as an agent of the City or to bind the City to any obligation.

32. Warranties

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

33. Unavoidable Delay in Performance

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

34. Validity of Contracts

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

35. Governing Law

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

36. Notice

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

City
City of Oakland
Human Services Department
150 Frank H. Ogawa Plaza, Suite 4340
Oakland, CA 94612
Attn: Peter Kim

Grantee
Oakland Unified School District
4521 Webster Street
Oakland, CA 94609
Attn: Hattie Tate

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

37. Entire Agreement of the Parties

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

38. Amendments and Modifications

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

39. Waiver

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

40. Other Agreements

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

41. Severability/Partial Invalidity

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

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

42. Commencement, Completion and Close-out

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

Within thirty (30) days of completion of the performance under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all

claims relating to or arising from this Agreement) to the City. Failure of Grantee to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Grantee.

43. Consents and Approvals

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

44. Inconsistency

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

45. Counterparts

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

46. Exhibits

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

- Schedule A: Scope of Work and Budget
- Schedule A-2: Collection, Sharing, and Use of Oakland Unite Program Data
- Schedule C-1: Compliance with ADA
- Schedule K: Pending Dispute Disclosure Form
- Schedule N: Declaration of Compliance with Living Wage
- Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
- Schedule Q: Insurance Requirements

47. Approval

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

[SIGNATURES ON NEXT PAGE]

"CITY"

CITY OF OAKLAND, a municipal corporation

By: _____
City Administrator (date)

Approved for forwarding:

By: *[Signature]* _____
Department Head (date) 3/16/20

Resolution Number

Approved as to form and legality:

By: _____
Deputy City Attorney

"GRANTEE"

OAKLAND UNIFIED SCHOOL DISTRICT, a California nonprofit public benefit corporation,
California Corporation No.

By: *[Signature]*

Name: *Andrea Bustamante*

Title: *Executive Director*

Date: *1 October 2019*

[Signature]

Jody London, President
Board of Education

[Signature]

Kyla Johnson-Trammell, Secretary
Board of Education

Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

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 on an occurrence basis and 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. **Workers' 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/RMD**, 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 provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of*

electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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 insureds 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 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 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.

SCHEDULE A-2
Collection, Sharing, and Use of Oakland Unite Program Data

I. Purpose

This Schedule A-2 "Collection, Sharing and Use of Oakland Unite Program Data" (hereinafter the "Data Terms") sets out the terms and methods for secure and consensual handling of personally identifiable information related to participation in Oakland Unite-funded programs. The following principles will guide use of program data.

- a. **Use data to drive meaningful change:** Program data will be used to measure progress toward shared goals, tell the story of program efforts, and inform program and strategy shifts to benefit the work.
- b. **Tell participants how their data will be used:** Grantee will clearly communicate the uses, benefits, and risks associated with their data to participants; data analysis will be made accessible to participants.
- c. **Protect participant data:** The City of Oakland ("City") and Grantee will comply with local, state, and federal data privacy regulations to prevent unauthorized access and use, and limit data-sharing as described in these Data Terms.

City contracts with Cityspan, Inc. ("Cityspan") to provide and administer a database for the purposes of collecting information related to the Oakland Unite program ("Cityspan Database"). Cityspan will be required to maintain the Cityspan Database in compliance with state and federal law. City will provide technical assistance to Grantee and contract monitoring to ensure data quality and service coordination.

City also contracts with agencies to provide evaluation services for Oakland Unite funded programs and strategies ("Evaluators"). City will make final evaluation reports available to the Grantee.

II. Description of Data to be Collected

As specifically described in the Scope of Work, Grantee will be responsible for collecting, and entering in the Cityspan Database, the following information regarding Oakland Unite-funded participants and program activities (hereinafter "Data"):

- a. **Participant/Activity Data:** Participant name, date of birth, and demographics (including risk factors); service types and dosages; milestones completed; and other information about participant progress and program events and activities as outlined in the Scope of Work. With prior written approval of City, Grantee may provide an encoded name for participants instead of actual participant name, along with a key for encoding that is made available to the evaluator(s) for consenting participants.
- b. **Program Data:** Grantee shall also track program expenditures, overarching successes and challenges, and other general program information specified in the quarterly report section of the Cityspan Database.

III. Data Access and Sharing

Access to individually identifiable participant Data (name, date of birth, and address) will be limited to the entities listed below for the purposes of service provision, technical assistance, quality assurance, contract monitoring, and program evaluation.

- a. **Access to All Records:** Individually identifiable participant Data will only be visible to the grantee that enters that Data, to Cityspan, and to City Human Services Department "Oakland Unite" staff as assigned by the City. All other City staff will only have access to aggregated data or non-personally identifiable individual data.
- b. **Access to Records of Consenting Participants:** Grantee will administer evaluation consent forms to all participants (see "Responsibilities" below). For participants that consent to have their Data used in the evaluation, Cityspan will securely share individually identified service Data with Evaluators as designated by the City. Cityspan will only share de-identified Data with Evaluators for participants who decline to participate in the evaluation.
- c. **Sharing for Service Coordination:** Grantee may be asked and may choose to share individually identified service Data with other agencies in the Oakland Unite network for the purposes of referral and coordination of services, as part of a multi-disciplinary team. Grantee must comply with all state and federal laws when sharing participant information, and secure written participant consent when required.

IV. Confidentiality and Use of Data

Grantee acknowledges the confidential nature of the Data to be collected and shared under this Agreement and agrees to comply with all federal and state laws, regulations, and policies that apply to the collection, use, or sharing of the Data, including by not limited to the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Confidentiality of Medical Information Act (CMIA), the Family Educational Rights and Privacy Act (FERPA), and if applicable the Violence Against Women Act (VAWA).

- a. **Intended Use of Individually Identifying Data:** Individually identifying participant Data will be used as follows: by Grantee to provide and coordinate service delivery; by the City to provide technical assistance and quality assurance; and by Evaluators to match participants to other data sources and evaluate outcomes. Individually identifying information will not be included in any public analysis or final reports.
- b. **Prohibitions on Sharing:** Absolutely no sharing of program Data contained in the Cityspan Database is allowed other than that specified in these Data Terms. Local, state, or federal law enforcement and criminal justice agencies will not have access to data from the Cityspan database, except as required by law. If Grantee or City receive an order by any City, State, or Federal agency/body to provide individually identifiable participant Data pursuant to applicable rules, regulations or laws, the City and Grantee will notify one another within two business days.

V. Data Transmission and Security

City and Grantee will exercise care and caution with individually identifiable program data, including ensuring secure transmission when shared. City and Grantee will store and maintain all individually identifiable Data on password-protected computers and in locked file storage units. If City or Grantee detect a compromise or potential compromise in the IT security for the data such that personal information may have been accessed or disclosed without proper authorization, they shall give notice to one another and participants, and take corrective action as required by law.

VI. Responsibilities

a. The City shall:

- i. Provide technical assistance on how to enter data through designated Oakland Unite project leads, to ensure data quality and service coordination;
- ii. Ensure that contracts with Cityspan and Evaluators include measures to limit sharing and protect security of participant data as outlined in these Data Terms and as required by law; and
- iii. Make final evaluation reports available to the Grantee.

b. The Grantee shall:

- i. Determine which members of its agency have access to the database and what level of access they will have;
- ii. Maintain password security for agency database user accounts;
- iii. Administer consent forms to all participants, following the protocols set out in the Oakland Unite Grantee Manual, and indicate consent status in the Cityspan Database;
- iv. Enter relevant information in the Cityspan Database and participate in the Oakland Unite evaluation as a condition of funding; and
- v. Ensure participants have access to their Data.

ACKNOWLEDGMENT

I have read and agree to the terms and methods for secure and consensual handling of Oakland Unite participant data as outlined above.

GRANTEE

By:

[Signature]

Date:

3.9.20

GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK AND BUDGET

[attached]

SCHEDULE A
Oakland Unite Grantee Services
July 2019- June 2020

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

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

SECTION I: YOUTH DIVERSION & REENTRY

A) Description of Services

1. Grantee, as a provision of receiving Safety and Services Act funding from the City in the Youth Life Coaching and Reentry sub-strategy, shall place students exiting the Juvenile Justice Transition Center (JJTC) in an Oakland Unified School District (OUSD) educational site or other educational institution and refer eligible youth to life coaching services. This will include staffing of one Enrollment Coordinator and the provision of services for up to 375 youth to be re-enrolled back into an OUSD school and 150 youth to be referred for life coaching services over the contract period of July 1, 2019 through June 30, 2020.
2. **Start-up Efforts:** This is an ongoing program and no new staff will be needed.
3. **Services Summary:** The OUSD Enrollment Coordinator will enroll youth in OUSD educational sites as well as other educational institutions and refer youth to life coaching services based upon outreach to families and needs assessments of minors prior to or at the time of their release from juvenile hall. The OUSD Enrollment Coordinator will also co-facilitate with Oakland Unite staff bi-monthly case conference meetings with life coaches (as needed), OUSD staff, JJTC staff and medical staff. Alameda County Probation has placed a Deputy Probation Officer Supervisor (DPO) liaison in the JJTC to collaborate with the Enrollment Coordinator on CBO referrals and to provide informational support to life coaches. Services will consist of the following:
 - a. Eligibility requirements and participant recruitment: youth served must be ages 12 to 18, leaving the JJTC and or walk-ins (meeting enrollment requirements) reenrolling in OUSD or other educational appropriate institution or program. The OUSD Enrollment Coordinator will work with probation and Transition Center staff to provide referrals to Oakland Unite funded agencies. The OUSD Enrollment Coordinator may also be asked to provide OUSD educational information to life coaches for participants referred from the alternative approved outside referrals.
 - b. Method of confirming participant eligibility for enrollment: The OUSD Enrollment Coordinator will input relevant OUSD information into CitySpan for each participant and provide a referral through CitySpan to Oakland Unite funded agencies.
 - c. The OUSD Enrollment Coordinator will be supervised by OUSD personnel. The enrollment coordinator will report to the OUSD Deputy Chief of Community Schools & Student services. The deputy chief will oversee all OUSD staff, programming and operations and work in partnership with other units from OUSD to support staff at the Transition Center located at the JJTC.
 - d. As part of the OUSD team, an OUSD Community School Manager will also be assigned to the Transition Center and will be supervised by the Enrollment Coordinator to identify and assess students and develop educational goals and plans. Both the OUSD Enrollment Coordinator and the OUSD Community School Manager will evaluate and ensure all transcripts are available by providing out of district transcripts and initiating

educational interventions, offering referrals to social services and other community resources and in collaboration with law enforcement agencies regarding students as necessary. The Enrollment Coordinator and the OUSD Community School Manager will also support the student's transition back into school through communicating relevant and timely information to school staff and families, support prioritized strategies of a warm and welcoming transition back to sites and follow up with students and families after transition as needed.

4. Coordination and Mandatory Meetings:

- The Enrollment Coordinator must attend bi-monthly case conference meetings held by Oakland Unite to discuss participant success, challenges, and support needs.
- The Enrollment Coordinator will assist with facilitation/coordination of multi-disciplinary teams (MDT) meetings to reintroduce participants back into the school environment with supports. MDT's will be conducted as needed.
- The Enrollment Coordinator and/or OUSD Community School Manager will participate in Transition Center Case Conference where students to be referred will be discussed with Transition Center stakeholders.

5. Participant Deliverables Recap: The OUSD Enrollment Coordinator is responsible for coordinating the identification and assignment of 375 students to OUSD schools and 150 youth to Oakland Unite life coaches by the end of the contract. The enrollment coordinator will meet with the Intensive Youth Life Coaching Network as needed to ensure the referral process is smooth.

B) Schedule for Reporting and Invoicing

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

Types of Report	Due Date	Payment Amount
Advance (if requested) due upon execution of the contract	Within 60 days after execution of contract.	\$0
Submit Progress Report documenting achievement of Quarter 1 deliverables	Friday, October 11, 2019	\$25,000.00
Submit Progress Report documenting achievement of Quarter 2 deliverables	Friday, January 10, 2020	\$25,000.00
Submit Progress Report documenting achievement of Quarter 3 deliverables <i>Proof of twenty-percent (20%) match of total Oakland Unite funds must be submitted*.</i>	Friday, April 10, 2020	\$25,000.00
Submit Final Progress Report documenting achievement of deliverables for entire contract	Friday, July 31, 2020	\$25,000.00
Total Amount		\$100,000.00 TOTAL

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

C) Schedule for Deliverables for July 1, 2019- June 30, 2020

Grantees are accountable for the services described in Section IA above, and for expending project funds in approved budget categories. Grantees that expend their funds fully and meet the benchmarks for the deliverables listed below will be eligible to receive 100% of their grant award. If

benchmarks are not met, contract payment may be reduced. See Section II. "Oakland Unite Requirements for All Grantees" below for additional details.

Benchmarks to be Achieved	Quarter			
	Q1: Ends Sept. 30, 2019	Q2: Ends Dec. 31, 2019	Q3: Ends March 31, 2020	Q4: Ends June 30, 2020
Benchmarked Deliverables (meeting deliverables ensures access to full award)				
# of students enrolled in OUSD schools	85	155	260	375
# of students referred to life coaching	25	50	100	150
# of MDT meetings at school sites planned	3	6	9	12
# of case conferences meetings at Transition Center	10	20	40	50
# of presentations at community meetings	N/A	1	2	3
# of youth referred to other educational institutions	5	10	20	30
Other Reported Benchmarks (these benchmarks will be used to report on program quality and impact)				
# of students assessed for special education	0	0	0	0

SECTION II: OAKLAND UNITE REQUIREMENTS FOR ALL GRANTEEES

A) Oakland Unite Service Requirements

1. **Funds Must Supplement:** Grantee understands that Oakland Unite funds may not be used to supplant other funds. Oakland Unite funds may be used to expand or enhance existing programs or to initiate new services or programs.
2. **Oakland Residents:** Grantee shall provide services to Oakland residents with Oakland Unite funds, unless given authority to provide services to non-residents by HSD staff for a specific reason (i.e. safety of participant, participant directly impacted by violence in Oakland).
3. **Standards of Practice:** Grantee shall align services with the Oakland Unite Program Standards of Practice as outlined in the Oakland Unite Grantee Manual. These standards include but are not limited to: establishing a trusting relationship with participants, keeping participants safe and well; developing participant-centered goals; supporting sustainable change; building a professional practice; and coordinating efforts to support participants' achievement of positive outcomes and goals. Grantee shall attend Oakland Unite-sponsored trainings, as described below, to gain competency in the Oakland Unite Standards of Practice.
4. **Mandatory Meetings:** Grantee shall appoint appropriate staff member(s) to attend and participate in the following meetings. Failure to attend mandatory meetings can result in the reduction of up to 5% of the scheduled payment for that fiscal quarter.
 - a. **Grantee Webinars:** Grantee shall appoint appropriate staff to participate in no more than four webinars per year to orient Grantees to grant requirements and deadlines, provide evaluation updates, and offer technical assistance on the use of the Cityspan service database (Cityspan trainings may also be held in-person as needed).

- b. **Learning Opportunities:** Grantee shall appoint appropriate staff members to participate in up to 30 hours per year of Oakland Unite-hosted learning opportunities that build staff capacity to implement the Oakland Unite Standards of Practice. Grantees may also be invited, but not required, to participate in Oakland Unite's senior trainer program, where selected staff receive facilitation training and co-facilitate trainings to their peers in the network on relevant topics. Selected staff will receive a small stipend.
 - c. **Strategy Meetings:** Grantees are required to send appropriate staff to strategy meetings that will be convened by Oakland Unite as noted in Sub-Strategy Section(s) above.
 - d. **Community-Based Events:** Grantee shall participate in at least three (3) community events to provide information about Oakland Unite Violence Prevention Programs, and the work their agency is funded to do. Grantees may be asked to table at relevant events by Oakland Unite staff, and will be asked to document community event participation in quarterly progress reports. An Oakland Unite sign must be visible at all tabling events.
5. **Grantee Manual:** Grantee shall adhere to the instructions and procedures provided, and revised from time to time, by HSD in the Oakland Unite Grantee Manual.
6. **Referrals:** Grantee shall refer participants to needed services such as health (including MediCal or other insurance enrollment), mental health, employment, housing, and other services.

B) Reporting, Documentation and Evaluation Requirements

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

HSD reserves the right to withhold up to 5% of the Grantee's scheduled payments if the Grantee does not fulfill the requirements listed below in a timely manner including; submission of progress reports and associated data, responsiveness to the independent evaluator, and demonstrating sufficient attempts to obtain participant consent forms.

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

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

- Friday, October 11, 2019 (1st quarter)
- Friday, January 10, 2020 (2nd quarter)
- Friday, April 10, 2020 (3rd quarter)
- Friday, July 31, 2020 (Final Report)

2. **Data Collection:** Grantee will abide by the terms established in Schedule A-2: Collection, Sharing, and Use of Oakland Unite Program Data. In addition to program data described above, Grantee may be asked to participate in data collection related to measurable data outcomes. This may include any viable information on: a) criminal convictions; b) school attendance; c) school re-entry; and d) violent injury or re-injury. This information may be supplemented by data from institutional partners such as Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.

3. **Evaluation:** Grantee agrees to comply with data requests from the independent evaluation provider as well as from the internal process evaluator from the City Administrator's Office. Grantee is required to input participant and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee agrees to participate and assist in all evaluation activities prescribed by the independent evaluator, including but not limited to site visits, surveys, assessments and interviews. Grantee agrees to communicate with the independent evaluator in a timely fashion.
4. **Consent Forms:** Grantee will collect signed Release of Information forms for every participant for whom individual level services are provided. For minors, services that require parental/guardian permission in order for the minor to participate in the program also require a signature of consent from parent/guardian or legal designee if they are a ward of the Court.
5. **Grievance Procedures:** Grantee will provide a formal procedure for clients to express and resolve grievances, including denial of services. The grievance procedure will be made available to all clients, either through public posting in the service site or through the client intake process and documented in the client's file.
6. **Match:** The Grantee will provide documentation of the twenty percent (20%) match of the total amount of Oakland Unite funds for each sub-strategy (noted above) in which the grantee receives funds. Match documentation will be required for the entire Oakland Unite contract period of July 1, 2019- June 30, 2020 by the third quarter: Friday, April 10, 2020.
7. **Lead Agencies and Fiscal Sponsors:** The Grantee shall comply with the required guidelines for monitoring of sub-grantees that will be provided in the Oakland Unite Grantee Manual, including but not limited to: ensuring documentation of service provision and submission of quarterly invoices and progress reports, and conducting program observations and site visits to review service delivery and fiscal and management controls.
8. **Service Provision Documentation:** Grantee is required to keep on file all documentation related to the enrollment and services provided to each participant, and of all events held as part of the grant. Referrals to services such as health (including insurance enrollment), mental health, employment, housing, and other services should be tracked in the Cityspan database. All required documentation should be kept on file for at least five years after the end date of this contract. HSD staff will examine the following documentation during site and file review visits:
 - a. General Outreach/Events: A log that includes the time, date, location, number of staff and number of people served at each outreach event. If volunteers are an integral part of the program design, a separate sign-in sheet should be kept to track volunteer participation.
 - b. Intensive Outreach: A record for each participant that includes a brief intake form, the date and time of each contact, any relevant proof of eligibility, and an Oakland Unite consent form when possible.
 - c. Group Services: A sign-in sheet for each group session held that includes the time, date, location and the names with signatures for each participant. Eligibility and consent forms for each group participant must also be maintained.
 - d. Employment Services: Program files must include proof of eligibility and work readiness (e.g., work permit for youth, checklist confirming social security card, valid Identification etc. for adult), incentive/stipend logs, job placement/retention verification, and Oakland Unite consent forms for each participant.

- e. Life Coaching/Case Management Services: A file for each participant that includes: proof of eligibility; an intake form and/or an assessment form; a separate life map/case plan; record of any incentives/stipends received, and an Oakland Unite consent form.
 - i. Contacts and Case Notes: Each contact that is entered in the Cityspan database should have an associated case note in Cityspan and/or in another format accessible to Program Officers for review. Case notes should be concise, but should contain sufficient information to justify the length and purpose of the contact, and the relation to participant's needs and goals. Case notes should be legible, use acceptable grammar and abbreviations should be used carefully.
- f. Mental Health Services: A file for each participant that includes: proof of eligibility; an intake form; any assessments completed; and an Oakland Unite consent form. If mental health contacts are documented in the Cityspan database, case notes associated with that contact must be made available for Program Officers review on a de-identified basis.
- g. Referrals: Referrals to needed services such as health, mental health, employment, housing, and other services should be tracked in the Cityspan database.
- h. Trainings: A sign-in sheet that includes the time and date of the event and signatures of each training participant.

C) Payment

1. The City agrees to pay the Grantee a sum not to exceed the Grant amount for the performance of sub-strategy deliverables and project outcomes, and based on project expenditures in approved categories as outlined in the attached **Budget** and **Budget Narrative**.
2. Grant funds may only pay for the Grantee's services, materials, supplies, equipment, administration and other operating expenses of the Grantee subject and applicable to and allowable under this Agreement.
3. The Grantee shall submit invoices for services with an accompanying progress report according to the schedule(s) set forth above via the Cityspan database. The invoice will include a budget summary of expenses incurred, an update on the completion of scheduled deliverables, and any other information or documentation required by this Agreement.
4. HSD will review expenditures and completion of agreed upon deliverables to determine eligible payment amounts. Percentage of deliverables achieved will be based on the extent to which benchmarks have been met across all deliverables combined. Grantees who expend grant funds in the approved categories will be eligible to receive funds based on the following criteria:
 - a. Grantees who achieve less than 65% of their benchmarked deliverables will be eligible to access 85% of grant funds, if appropriately expended.
 - b. Grantees who achieve 65-79% of their benchmarked deliverables will be eligible to access 90% of grant funds, if appropriately expended.
 - c. Grantees who achieve 80-94% of their benchmarked deliverables will be eligible to access 95% of grant funds, if appropriately expended.
 - d. Grantees who achieve 95-100% of their benchmarked deliverables will be eligible to access 100% of grant funds, if appropriately expended.
5. The Grantee shall adhere to the instructions and procedures provided and revised, from time to time, by the City concerning invoices and progress reports, which may include requests for additional supporting documentation of reporting expenditures at any time.
6. For state and federally funded programs, the City will require supporting documentation of all reported expenditures. Documentation may consist of copies of the following as relevant:
 - a. Personnel expenditures: payroll reports

- b. Purchase of goods or services: itemized vendor invoices and statement showing payment to vendor
- c. Stipends to clients/participants: recipient list, contact information, and stipend amount

Definitions:

General outreach/events: Efforts to contact and engage a participant about whom nothing is known. This may include providing spaces for the broader community to engage in community healing activities, outreach events, street engagement, presentations at schools, et cetera.

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

Life Coaching/Case Management: Activities once an enrolled youth/young adult has been assessed and assigned to a Life Coach (or Case Manager) who then develops and follows up on a service/case plan with the participant. Regular in-person contact with the participant is maintained by the case manager over an extended period and efforts are made to move the participant toward the goals set out in the service/case plan. Note that travel time spent to meet the participant does not count as life coaching time. Time spent meeting with the participant's family and teachers (as well as time with the participant) does count as life coaching time.

7.

1 - SUBGRANTEE BUDGET
Fiscal Year-July 2019-June 2020

Subgrantee Name:		Oakland Unified School District, Community Schools Student Services		Juvenile Justice Partnership	
PLEASE FILL IN YELLOW CELLS ONLY					
OUSD Coordinator JJC	\$	122,214	\$	75,772.60	\$ 75,772.60
Admin Assistant					
Community Sch Mgr JJC	\$	96,115	\$	76,892.00	\$ 76,892.00
Subtotal			\$	75,772.60	\$ 163,753.35
Fringe Benefits & Rate		rate:	\$	21,115.39	\$ 37,484.79
SUBTOTAL			\$	109,096.14	\$ 201,238.14
OTHER DIRECT COSTS					
Equipment/Computer Upgrades				1,250	1,250
Facility/Classroom Rental					
General Office Supplies/Software				1,200	1,200
Program Materials and Supplies				1,500	1,500
Telephone/Internet/Communications				300	300
Travel/Transportation				3,608	3,608
Staff Training/Professional Development					
Consultants					
SUBTOTAL			\$	7,858	\$ 7,858
WAGES					
Wages (wage/hr x #					\$
Stipend					\$
Flexible funds/ client					\$
SUBTOTAL			\$	-	\$ -
TOTAL DIRECT COSTS			\$	100,000	\$ 209,096
May not exceed 10% of ENTIRE Oakland Unite direct costs (including Lead					
GRAND TOTAL			\$	109,096	\$ 209,096



OAKLAND UNITE
Budget Narrative
July 1, 2019- June 30, 2020

Lead Agency: OUSD Community Schools, Student Services
Sub-strategy: Juvenile Justice Center, Partnership

DIRECT COSTS

\$ 209,096

A. PERSONNEL

Subtotal \$ 163,753.35

Hattie Tate, OUSD Coordinator, Juvenile Justice Center Partnership. The Project Coordinator is responsible for planning, organizing, and directing the implementation and operations of this project. The base salary for the Coordinator is \$122,214 and benefits are 38,756.12 totaling annual salary and benefits at 160,970.12. The Coordinator will work on the program 62% FTE for 12 months for a cost of \$92,142.00.

The amount requested from Oakland Unite for this line item is 62% of base salary, \$75,772.60 and \$16,369.40 benefits equaling **\$ 92,142.00**.

The Coordinator will coordinate and manage the enrollment of 375 youth in OUSD educational sites and refer 150 youth to case management services. As Coordinator, she will also co-facilitate with DHS staff monthly case conference meetings with Probation, Life Coaches, OUSD staff, and JJC staff. The Coordinator will collaborate with the Probation Unit Supervisor, AC Public Health Director, ACOE Director and Director of onsite Guidance Center in completing 50 onsite case conferences. The program Coordinator will collaborate with other OUSD Departments and Units to improve educational outcomes for youth returning to schools in Oakland. The Coordinator will facilitate or co-facilitate the implementation of Welcome Circles/ Multi-Disciplinary Team (MDTs), Circles of Support and) meetings at OUSD school sites.

\$ 92,142.00 will be charged to Measure Z.
 The remaining salary will be charged to other OUSD funds.

The amount requested from Oakland Unite is **\$92,142.00**

Administrative Assistant\Bilingual 20% FTE on program will collaborate providing general administrative support at a salary provided in matching funds of **\$11,088.75** by OUSD.

The amount requested from Oakland Unite is 0.

Community School Manager 80% FTE on program will collaborate, support and provide school placement services, data, and research and follow-up services, at a salary provided in matching funds of **\$76,892.00** by OUSD.

The amount requested from Oakland Unite is 0.

Fringe and Benefits

Subtotal \$ 37,484.79



OAKLAND UNITE

Budget Narrative

July 1, 2019- June 30, 2020

This line item represents benefits (health, dental, etc.) as well as mandatory employment costs such as FICA, Social Security, SDI, and unemployment taxes. All indicated benefits stated are included for each agency position. 62% of the Coordinator benefits is \$16,369.40 charged to Oakland Unite. 80% of the Community School Manager benefits, plus 20% of the Admin Assistant Benefits totaling \$21,115.39.

FRINGE BENEFITS

- (Estimated) Fringe Benefits for 62% FTE totaling \$ 16,369.40
- (Estimated) Fringe Benefits for 80% FTE totaling \$ 18,454.08
- (Estimated) Fringe Benefits for 20% FTE totaling \$ 2,661.31

The fringe benefit amount requested from Oakland Unite is \$16,369.40 for the Coordinator's position benefits only.

The fringe benefit amount in OUSD matching funds for the Community School Manager and the Admin Assistant is \$ **21,115.39**.

B. OTHER DIRECT COSTS

Subtotal \$ 7858

List costs that are directly associated with operating the project. For each line item, describe how estimates were determined in the budget narrative, and how much is being requested from Oakland Unite.

- i. **Equipment/Computer:** Oakland Unite permits purchase of equipment and capital items for use by program participants and staff. The City retains title to capital expenditures purchased with Oakland Unite funds and reserves the right to exercise its ownership. Capital expenditures are individual items costing \$1,250 or more unless the Applicant's policy stipulates a lower amount in determining its capital expenditures.

Itemize the equipment requested and include a statement outlining the ways in which the equipment will be used by Oakland Unite clients and/or staff to fulfill project goals. You should explore the option of purchasing vs. leasing/rental, and explain your choice. Generally, Oakland Unite will support only a portion of high-cost equipment line items. Therefore, you should explore whether other sources of funds can be obtained for equipment.

The amount requested from Oakland Unite is \$1250.00 .

- ii. **Facility Rental:** These are the pro-rated costs of space rental, utilities, building maintenance and other occupancy costs that are directly used to provide the services for this project.

The amount requested from Oakland Unite is \$0 .

- iii. **General Office Supplies/Software:** These are the costs of office supplies, copying and software associated with the proposed project.

The supply budget is \$1200. This covers \$100 per month in office supplies. The amount requested from Oakland Unite is \$ 1200 ."



OAKLAND UNITE

Budget Narrative

July 1, 2019- June 30, 2020

- iv. **Program Materials & Supplies:** This category should include all items that your program requires in order to operate, such as curriculum costs, training materials, or food for participants. The Narrative should list/explain all the items included in this category.

Food for trainings is calculated monthly at \$200 for 25 participants. We estimate serving 25 participants per training, and 6 trainings per year. The total cost of food is \$1200 plus \$300 for periodic guests. The total program cost for program materials and supplies is \$1500.

The amount requested from Oakland Unite is ___ \$ 1,500.00 ___.

- v. **Telephone/Internet/Communications:** This category should include telephone, mobile phone, and Internet services associated with your proposed project (District's Cellphone stipend is \$ 300).

The amount requested from Oakland Unite is ___ \$300 ___.

- vi. **Travel/Transportation:** The projected expenditures for local and non-local travel should be described in this section. The basis for the calculation as well as the purpose for all travel should be provided. Local travel estimates should be based on your organization's current policies, for example, 58 cents per mile. Any out of area travel needs should be carefully itemized and justified.

The average mileage for the Coordinator for one year exceeds \$2,000 in total mileage and parking fees. The coordinator on an average will travel daily and weekly between the JJC, Main Office and school sites 3 to 4 times, with parking fees and sometimes to several school sites in one day. This does not include JJC daily parking fees, travel to Oakland Unite offices, other partnership meetings and offsite parking fees for those meetings. We have estimated travel at 50 miles/week X \$0.58 = \$29/week. The mileage cost per year for (50 weeks) is \$1508.00, plus daily parking fees averaging \$500 equals \$2008 annually for total travel.

A travel reimbursement for the Community School Manager average mileage is \$1600.00 totaling \$3608 for the line item.

The amount requested from Oakland Unite is ___ \$ 3608.00 ___.

- vii. **Staff Training/Professional Development:** This category should include costs related to providing professional development opportunities for staff working on the Oakland Unite funded program, such as conference registration fees, workshop or seminar fees, or training materials.

The amount requested from Oakland Unite is ___ 0 ___.

- viii. **Consultants (not sub-grantees):** This category is for individuals who provide special services in order to help you operate your program, but who are not your employees. Consultant fees paid by Oakland Unite are not to exceed \$650/day for a full day of work. Indicate the name of the consultant and the specific services they will be providing, and basis for their fee. If you



OAKLAND UNITE
Budget Narrative
July 1, 2019- June 30, 2020

have not yet determined who your consultant will be for the needed service, you may state "Consultant TBD."

The amount requested from Oakland Unite is _____ 0 _____.



OAKLAND UNITE

Budget Narrative

July 1, 2019- June 30, 2020

C. WAGES, STIPENDS, AND FLEXIBLE FUNDS

Subtotal \$ _____

- i. **Wages (wage/hr x # hours):** If your program is going to offer wages to clients/participants, indicate the amount paid and the number of participants/clients you anticipate will receive wages. Please note that all grantees are required to comply with the City of Oakland's new minimum wage law. Refer to the City Attorney's FAQ Guide to the Minimum Wage Law for more information:

The amount requested from Oakland Unite is ____ 0 ____.

- ii. **Stipends:** If your program is going to offer stipends to clients/participants, these are cash stipends as part of structured program activities.

The amount requested from Oakland Unite is ____ 0 ____.

- iii. **Flexible Funds/Incentives:** If your program is going to offer incentives to participants for attendance or for completing milestones, please indicate the type of incentive (cash, gift certificate, etc.) and the number of participants you anticipate will receive incentives.

The amount requested from Oakland Unite is ____ 0 ____.

D. SUB-GRANTEE

- i. For this section list the organization or individual name of each subcontractor or consultant. For each and every subcontractor, enter a line item budget using the same guidelines as the lead Applicant budget. The Narrative should include what role each sub-grantee listed will be playing in the program.

\$ _____

TOTAL DIRECT COSTS	Oakland Unite	OUSD Matching Funds	Totals
• Personnel	75,772.60	87,980.75	163,753.35
• Fringe & Benefits	16,369.40	21,115.39	37,484.79
• Other Direct Costs	7,858.00		7,858.00
• Wages, Stipends, and Flexible Funds			
• Sub-grantees (if any)			
Total Direct Costs	100,000	109,096	209,096

INDIRECT COSTS

Indirect costs may be calculated up to 10% of the total grant request.

Ten percent of a total requested grant amount of \$100,000 is \$10,000, which will not be charged as an un-itemized administrative fee.

Total Direct and Indirect Costs	\$ 201,096
(Total Budget Requested)	\$ 100,000



Oakland Unite Violence Prevention Programs
Contact Sheet July 2019 - June 2020



Fiscal Agency: OUSD
Lead Agency: Community Schools, Student Services
Project Title: Juvenile Justice Partnership

SubGrantee(s):

Name of GRANT REPRESENTATIVE: HATTIE TATE

This individual must be an employee of the lead agency/fiscal agency that has the authority to negotiate scopes of work, budgets, and complete grant documents.

Title: Coordinator, JJC **Phone:** 510) 295.5375
Email: hattie.tate@ousd.org **Fax:** 510) 482.7144
Mailing address: c/o Community Day School **Zip:** 94609
4917 MOUNTAIN BLVD OAKLAND

Name of PROGRAM CONTACT: HATTIE TATE

This individual should be able to answer any program specific questions.

Title: Coordinator, JJC **Phone:** 510) 295.5375
Email: hattie.tate@ousd.org **Fax:** 510) 482.7144
Mailing address: c/o Community Day School **Zip:** 94609
4917 MOUNTAIN BLVD, OAKLAND

*** Persons Authorized to pick-up reimbursement payments:**

These are the **ONLY** people authorized to pick up reimbursements. 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 reimbursement.

- Name:** DAVID LEWIS **Title:** Financial Analyst
Email: david.lewis@ousd.org **Phone:** 510) 879.0127
- Name:** _____ **Title:** _____
Email: _____ **Phone:** _____

Please list all other program staff on the next page



OAKLAND UNITE

Proof of Match Sheet: July 2019 – June 2020



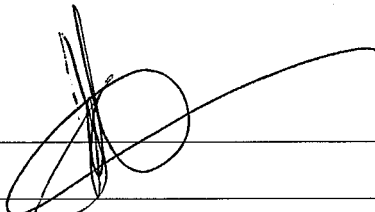
I. Agency Information

Lead Agency	Oakland Unified School District		
<input type="checkbox"/> Check if Lead Agency is a Fiscal Sponsor			
Sub-Strategy	Juvenile Justice Partnership		
Contact Name & Phone #	Hattie Tate	(510)	295-5375
Total Oakland Unite Award	\$ 100,000		

II. Match Summary

Below, list the proposed different sources for your match and amounts. Be sure to list only the amount that is being used towards Oakland Unite funded project for July 2019- June 2020.

TYPE	Source	Match Amount
Philanthropic Grants:		\$
		\$
		\$
		\$
Grants/Service Agreements	OUSD: General Funds	\$
	Community School Manager	\$ 95,346.08
	Admin Assistant:	\$ 13,750.06
		\$ 109,096.14
Corporate Donations		\$
		\$
		\$
		\$
Individual/Private Donations		\$
		\$
		\$
		\$
In-Kind Donations		\$
		\$
		\$
		\$
Volunteer Support	_____ hrs x \$10.80 (or more with HSD Approval)	\$
TOTAL MATCH		\$ 109,096.14

Signature		Date	8.12.19
-----------	-------------------------------------------------------------------------------------	------	---------

Combined Grants Schedules



Business Name Oakland Unified School District Phone (510) 879-8200 Email ousdlegal@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 _____

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)

1. 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
2. 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)	4,700
(2) How many of your permanent employees are paid above the Living Wage rate?	All
(3) How many of your permanent employees are paid below the Living Wage rate?	N/A
(4) Number of compensated days off per employee? (Refer to item "a" above)	Based on union contracts
(5) Number of trainees in your company?	N/A
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A

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

Section A. Grantee Information

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

Section B. Compliance

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

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

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

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: *DPD*

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: *DPD*

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: Joshua R. Daniels

Title: General Counsel

Signature: *[Signature]*

Date: 8/15/19

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

Wallace, Kia

From: Bailey, Michael
Sent: Thursday, August 08, 2019 8:43 AM
To: Wallace, Kia
Subject: RE: Oakland Unified School District - SERJ Insurance Verification

Kia,
OUSD meets the City's insurance requirements.

Michael Bailey
Administrative Analyst II
City of Oakland
Human Resources Management Department
Risk Management
150 Frank Ogawa Plaza, Suite 3332
Oakland, CA 94612
(510) 986-2898 (direct)
(510) 238-4749 (fax)
mbailey@oaklandca.gov



CITY OF OAKLAND

The continual use of the word race, predominantly by the media and policy makers, perpetuates the myth of multiple human races and further polarizes our society. We must not allow the media or our lawmakers to hijack this issue and continue to misuse the word. We must hold them accountable and demand that they stop misusing it, especially for sensationalistic and factually false reporting. It is simply irresponsible and feeds into the hands of those that espouse discriminatory and unscientific ideas about the single human race. Society can certainly protect the rights of minorities without invoking the word race. (From an article written by Michael Hadjiargyrou, Chair of the Department of Life Sciences, New York Institute of Technology).

From: Wallace, Kia <KWallace@oaklandca.gov>
Sent: Wednesday, August 7, 2019 5:10 PM
To: Bailey, Michael <MBailey@oaklandca.gov>
Subject: RE: Oakland Unified School District - SERJ Insurance Verification

I forgot to attach the insurance.

From: Wallace, Kia
Sent: Wednesday, August 07, 2019 5:08 PM
To: Bailey, Michael <MBailey@oaklandca.gov>
Subject: Oakland Unified School District - SERJ Insurance Verification

Student Engagement in Restorative Justice Program (SERJ) builds capacity for students and adults to work in partnership in Restorative Justice to provide an environment that supports academic achievement.

Thank you,

CERTIFICATE OF COVERAGE

Issue Date
8/5/2019

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

LICENSE # 0451271

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

610-988-8750
www.keenan.com

ENTITIES AFFORDING COVERAGE:

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

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

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

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> OCCURRENCE	NCR 01711-11	7/1/2019 7/1/2020	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-11	7/1/2019 7/1/2020	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE. \$ E.L. DISEASE - POLICY LIMITS
A	OTHER Sexual Abuse/Molestation	NCR 01711-11	7/1/2019 7/1/2020	\$	1,000,000 Each Occurrence


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

As respects to the Grant Agreement between the City of Oakland and the Oakland Unified School District for the KIDS FIRST! Oakland Fund for Children and Youth through 6/30/2020.

CERTIFICATE HOLDER:

City of Oakland
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

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-11	ADMINISTRATOR 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
150 Frank H. Ogawa Plaza, Suite 4216
Oakland CA 94612

As Respects:

As respects to the Grant Agreement between the City of Oakland and the Oakland Unified School District for the KIDS FIRST! Oakland Fund for Children and Youth through 6/30/2020.

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.



Authorized Representative

Issue Date: 8/5/2019

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-2947

CERTIFICATE OF COVERAGE

08/02/2019

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450
PHONE (949) 756-0271 / FAX (919) 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	07/01/2019	07/01/2020	<p>WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention</p> <p>EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention</p>

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND CITY OF OAKLAND FOR GRANT FOR OAKLAND FUND FOR CHILDREN AND YOUTH STUDENT ENGAGEMENT IN RESTORATIVE JUSTICE.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST CITY OF OAKLAND AND ITS COUNCILMEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS PURSUANT TO ENDORSEMENT NUMBER U-4.

Certificate Holder

CITY OF OAKLAND
OAKLAND FUND FOR CHILDREN AND YOUTH
150 FRANK OGAWA PLAZA, STE 4212
OAKLAND, CA 94612

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
2019/2020 SCHEDULE OF INSURERS
OAKLAND UNIFIED SCHOOL DISTRICT

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA PE 19 EWC-158	Workers' Compensation and Employers' Liability: \$2,500,000 each accident/each employee for disease (Difference between \$2,500,000 and the individual member's retention)
Safety National Casualty Corporation	SP 4060592	Workers' Compensation: Statutory each accident/each employee for disease excess of \$2,500,000 Employers Liability: \$2,500,000 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** 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**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** 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.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

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 conditions remain unchanged.

Effective Date:

Memorandum No.: EIA 19 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 28, 2019

Michael P. [Signature]
Authorized Representative
CSAC Excess Insurance Authority



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 25, 2008

Date