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Enactment Date	10-26-11 MS



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action MS.  
**Subject** District Submitting Grant Agreement

**Action Requested** Approval by the Board of Education of District Grant Agreement between District and City of Oakland for fiscal year 2011-2012 to accept same pursuant to the terms and conditions thereof.

File I.D. #	Backup Document Included	Recipient	Agreement's Purpose	Time Period	Funding Source	Amount
11-2503		OUSD Family and Community Office, SABTO, Attend & Achieve, OUSD schools receiving students released from Alameda County Juvenile Hall	JJC-OUSD Wraparound Strategy finds sustainable school placements for Oakland students caught in the juvenile justice system by enrolling students in OUSD schools immediately upon release from Alameda County Juvenile Hall; counseling students and families on education options aimed at reducing truancy and promoting graduation; and assigning and supporting case managers for high risk/need students returning to Oakland, with the goal of reducing truancy and recidivism.	July 1, 2011 – June 30, 2012	City of Oakland - Measure Y	\$79,920.00

**DISCUSSION:** The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD and Juvenile Justice Center.

**FISCAL IMPACT:** The total amount of grant will be provided to OUSD, Family, School, Community Partnership Office.

- Grant valued at : \$79,920.00

**Attachments**

- Grant Face Sheet
- Grant Agreement
- Proposed Proof of Match Sheet

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

The purpose of this **FIRST** Amendment is to modify and extend the (*OUSD/JJC Manager*) agreement awarded to (**Oakland Unified School District for a Measure Y Grant**) as it appears on page one of the grant agreement and as described in the current scope of work.

The City Council, pursuant to city of Oakland Resolution No. 83386 C.M.S., has allocated a an additional year of funding to the Grantee to fund its community-related program and activities.

The amount of time given to (**Oakland Unified School District**), to execute this grant agreement is being extended from **July 1, 2011 to June 30, 2012**.

The aforementioned Agreement is amended as follows (text additions are indicated with **bolding** and text deletions are indicated by **strikeout text**):

2. Scope of Work

Grantee agrees to perform the community-related work, services or activities ("Work") set forth in **Scope of Work (2)** attached to this Agreement and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Scope of Work (2)** includes the manner of payment.

Grantee must prove the eligibility of each Measure Y participant before requesting payment from Measure Y. Failure to provide eligibility or placement information as required on Measure Y participants can result in non-reimbursement for services rendered.

3. Time of Performance

The grant term shall begin on *July 1, 2010*, and shall end on June 30, 2011 and **grant** ~~shall be renewed on July 1, 2011, and shall end on June 30, 2012.~~ **City has the option, upon City Council approval, to renew this agreement.**

4. Grant Funding and Method of Payment

A.—The total amount paid to the Grantee pursuant to this Agreement shall not exceed the sum of ~~Thirty-nine thousand—Nine hundred sixty dollars (\$39,960)~~ for July 1—December 31, 2010 ~~██████████~~, and an additional ~~Thirty-nine thousand—Nine hundred sixty dollars (\$39,960)~~ if option to renew for six months is exercised for a total annual amount of ~~(Seventy-nine thousands—Nine hundred twenty dollars (\$79,960))~~ **Seventy nine thousand Nine hundred twenty dollars (\$79,920)**. Grantee will be paid for performance of the Work set forth in Scope of Work and ~~██████████~~. Consistent with Grantee's proposed budget for the Work, payments will be made in the amounts or at the rates stated in Scope of Work and ~~Scope~~ ~~██████████~~ and shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work. Payments shall be due upon completion of Work or as otherwise specified in the "Payment Schedule" set forth in Scope of Work and Budget and ~~Scope~~ ~~██████████~~ at which time Grantee shall submit an invoice via the City Span database. Invoices shall state a description of the Work completed, itemized costs, fees and expenses and the amount due. The Project Administrator will verify and approve requisitions and required supporting data for accuracy and program compliance.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of ~~\$7,992 (20% of total 6-month grant amount)~~ **\$15,992 (20% of total annual grant amount)**. The advance will be offset against the payments to the Grantee. Upon termination of this Agreement, the Grantee must repay the full amount of the advance not recovered by the City over the contract period.

The documents submitted for all payments via the CitySpan database and other collateral materials when necessary shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee's failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Measure Y funding. The payment may be recouped in subsequent quarters during the grant agreement period or prior to the conclusion of the grant agreement if the deliverables have been met by that time.

In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty (20) percent of the total annual project amount ~~if grant agreement is renewed for one 6-month term (January 1—June 30, 2011)~~. Failure to secure at least a twenty (20) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty (20) percent reduction in the total amount of compensation paid to Grantee.

The City shall have the right, but not the obligation, to make disbursements directly to subgrantees, fiscal partners or other third parties performing work under this Agreement when the City deems such direct payments advisable, and Grantee hereby assigns the right to receive grant proceeds to such third parties, said assignment conditioned on the City electing to exercise its third-party payment rights under this provision. However, this provision in no way is intended to waive or release Grantee from its responsibility to make timely payments to subgrantees, fiscal partners or other parties performing work under this Agreement.

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

~~B. Pending availability of funding, the City has an option to renew this grant for an additional six months from January 1<sup>st</sup> through June 30<sup>th</sup> 2011 for an additional and equal amount of money (\$65,859) and meeting the deliverables specified in Section G of the appended Scope of Work. Such option may only be exercised in writing with notice to the Grantee as specified in section 30.~~

~~C. Grantee agrees that if a court finds that if this grant or the funding for this grant by the Violence Prevention and Public Safety Act of 2004 (Measure Y) is found void or illegal, Grantee shall return all unexpended funds to the City.~~

#### 17. Termination on Notice

The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Grantee breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within thirty (30) days after receipt of written notice of such breach.

Unless otherwise terminated this Agreement will terminate on **June 30, 2011**, ~~June~~  
~~\_\_\_\_\_~~.

ALL OTHER TERMS AND PROVISIONS OF THIS GRANT AGREEMENT REMAIN THE SAME.

Approval

If the terms of this amendment are acceptable to Contractor and City, then sign and date below.

City of Oakland  
A municipal corporation

Oakland Unified School District  
(Grantee Name)

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

\_\_\_\_\_  
(Grantee Signature) (Date)

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

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

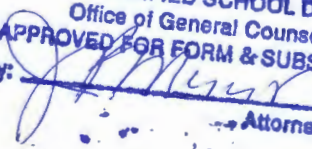
83386 C.M.S.  
Resolution Number

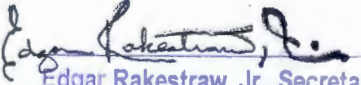
Approved as to form and legality:

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

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

  
\_\_\_\_\_  
Jody London  
President, Board of Education 10/27/11

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
\_\_\_\_\_  
Attorney at Law

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary  
Board of Education 10/27/11

**Measure Y Grantee Services Scope of Work (2) for Fiscal Year 2011-12**

**A) Description of Services**

1. **Oakland Unified School District** (Grantee), as a provision of receiving Measure Y funding from the City of Oakland (City), shall place students exiting the Juvenile Justice Center in an Oakland Unified School District educational site and refer eligible youth to Case Management Services. This will include the hiring of one Program Manager and the provision of services to 350 youth annually.
2. Grantee shall train one new staff person for the position of Program Manager. This staff person will enroll youth in OUSD educational sites and refer youth to case management services based upon outreach to families and needs assessments of minors prior to or at the time of their release from juvenile hall. The Program Manager will also facilitate monthly case conference meetings with Probation, case managers, OUSD staff, and JJC staff. Probation has placed a DPO liaison to collaborate with Grantee on CBO referrals and to provide informational support to case managers. Starts up efforts were more prevalent in the first years of the program and Grantee is continuing to add systems to make services more manageable.
  - a. Eligibility requirements and Client recruitment: youth served must be ages 12 to 18, leaving the Juvenile Justice Center (JJC) and reenrolling in OUSD or other educational appropriate institution or program. The OUSD JJC Program Manager will work with Probation staff and the Measure Y implementation Team to provide referrals to Measure Y funded agencies.
  - b. Method of confirming client eligibility for enrollment: the OUSD JJC Program Manager will input relevant information into CitySpan for each client, and provide a referral through Cityspan to Measure Y funded agencies.
  - c. As part of the OUSD team, the Special Education Resource Specialist assigned to the JJC will work in collaboration with the Alameda County Office of Education (ACOE) at the JJC in identification of students, location of records, assignment of appropriate placements, facilitation of IEPs, and transition of OUSD students as they exit juvenile hall.
  - d. The OUSD Team will be supervised by OUSD personnel. The JJC Program Manager will report to the Associate Superintendent of Family, School, and Community Partnerships. The Special Education Resource Specialist will be supervised directly by designated Programs for Exceptional Children (PEC) Program Coordinator. The Associate Superintendent of Family, School, and Community Partnerships will oversee all OUSD staff, programming and operations at the JJC.
3. Under Measure Y, the OUSD JJC Program Manager is responsible for identifying and assigning 350 students to both schools and CBO case managers per contract year.
4. The Program Manager will facilitate the implementation of Multi-Disciplinary Team (MDT) meetings at OUSD school sites, to ensure that an individualized plan is developed for each youth through a collaborative process.
5. Grantee understands that Measure Y funds may not be used to supplant other funds. Measure Y funds may be used to expand or enhance existing programs or to initiate new services or programs.
6. Grantee shall provide services to Oakland residents only with Measure Y funds, unless given authority to provide services to non-residents by City of Oakland, Department of Human Services staff for a specific reason (ie. safety of participant).

**B) Mandatory meetings**

Grantee shall appoint an appropriate staff member to attend and participate in the following meetings. Failure to attend mandatory meetings can result in the reduction of as much as 5% of the scheduled payment for that fiscal quarter.

1. Collaborative meetings around juvenile re-entry.
2. Facilitate Case Conferencing meetings once a month.
3. JJC Planning meetings with Measure Y funded agencies, Probation, and Health Care representatives.
4. Grantee shall appoint appropriate staff members to attend the mandatory quarterly meetings of Measure Y grantees held by the City of Oakland, Department of Human Services and/or the Measure Y evaluator.

**C) Reporting, Documentation and Evaluation Requirements**

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

1. **Progress reports** - Reports should address progress in terms of program implementation and completing the tasks specified above, 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.
  - a. Grantee will provide four (4) quarterly Progress Reports via the Cityspan database by Friday, October 7, 2011 (1st quarter), Friday, January 6, 2012 (2nd quarter), Friday, April 6, 2012 (3rd quarter), and Tuesday, July 31, 2012 (final report) that compile program data on grante agreement deliverables and other measurables listed in section E (below), as well as other program data requested for the purpose of evaluation, including but not limited to, client demographics, and client service dosages.
2. **Data** - Data collection will include measurable data related to outcomes including any viable information on: a) criminal convictions; b) school attendance; and c) school re-entry. 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 Measure Y outside evaluation provider as well as from the Measure Y internal process evaluator from the City Administrator's Office. Grantee is required to input client 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 Measure Y outside evaluator, including but not limited to site visits, surveys, assessments and interviews. Grantee agrees to communicate with Measure Y outside evaluator in a timely fashion.
4. **Consent Forms** - Grantee will collect Release of Information forms signed by every enrolled client (and for minors, their parent/guardian or legal designee if they are a ward of the Court) giving consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District, Alameda County Probation, and the Calif. Department of Corrections and Rehabilitation. The City of Oakland, Department of Human Services reserves the right to withhold quarterly payments to the grantee if there are not consent forms on file for each participant.

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 posting 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 total amount of Measure Y funds from July 1, 2011 – June 30, 2012 to the City of Oakland, Department of Human Services by Friday, April 6, 2012.
7. **Lead Agencies and Fiscal Sponsors** – Please refer to page 9 of the Measure Y Grantee Manual for a list of required guidelines in the monitoring of sub-grantees.
8. **Service Provision Documentation** - Grantee is required to keep on file all documentation related to the enrollment and services provided to each participant or event. Documentation includes the following and will be examined by City of Oakland, DHS staff during site visits and file review visits:
  - a. **Street Outreach** - a log that includes the time, date, location, number of staff and number of people served at each street outreach event is kept on file for at least five years after the end date of this contract.
  - b. **General Outreach** – a log that includes the time, date, location, number of staff and number of people served for each general outreach event is kept on file for at least five years after the end date of this contract.
  - c. **Trainings** – a sign-in sheet with the time and date of the event and signatures of each participant kept on file for at least five years after the end date of this contract.
  - d. **Intensive Outreach** – a file for each participant that includes an intake form, a log of intensive outreach services with the date and time of each contact, eligibility documentation (see Section A, 3, b. of this document for proper eligibility), and a Measure Y consent form kept on file for at least five years after the end date of this grant agreement.
  - e. **Group services** – a sign in sheet for each group session held must include the time, date, location and the names with signatures for each participant served is kept on file for at least five years after the end date of this contract. Eligibility and consent forms for each participant must also be maintained for at least five years after the end date of this contract.
  - f. **Employment services** – job retention verification, incentive/stipend logs, eligibility and consent forms for each participant must also be maintained for at least five years after the end date of this contract
  - g. **Case management and mental health sessions**—a file for each participant that includes an intake form and/or an assessment form (submitted to DHS for review), eligibility documentation (see Section A, 3, b. of this document for proper eligibility), a case plan (for case managed participants) and a Measure Y consent form kept on file for at least five years after the end date of this contract. Every contact that is inputted into CitySpan database should have a case note and those case notes should be more than one line but should be concise and kept in the participant/client file. Case notes should include the date of the contact, the length of the contact, items discussed, progress made in reaching the goals of their case plan (for case managed participants) and the staff member involved. Case notes should be legible, use acceptable grammar and abbreviations should be used carefully.

D) **Payment**

1. The City agrees to pay the Grantee a sum not to exceed **seventy nine thousand, nine hundred and twenty dollars (\$79,920)**, funded by the budgeted revenues from tax proceeds of the Violence Prevention and Public Safety Act of 2004 for the performance of grantee deliverables and project outcomes. Payment shall be for all of the Grantee's services,



materials, supplies, equipment, administration and other operating expenses of the Grantee subject and applicable to and allowable under this Agreement.

2. The Grantee shall submit invoices for services according to the schedule set forth below. The Grantee shall adhere to the instructions and procedures to be provided and revised, from time to time, by the City of Oakland.
3. Grantee's invoice. The Grantee will submit an invoice every quarter with the progress report via the City Span database. The invoice will be generated and include a budget summary of expenses incurred, an update on the completion of scheduled deliverables, and any other information or documentation required by this Agreement.
4. Upon receipt, review and approval of the Grantee's invoice, the City shall within 30 calendar days, pay the Grantee for satisfactory completion of the services or "deliverables" as outlined in the deliverables table below. The City or its designee will determine whether the deliverables have been satisfactorily completed and warrant the scheduled payment to the Grantee. To make its determination, the City will require four (4) reports confirming compliance with service goals established by this Agreement.
5. This is a **performance based grant** and, therefore, the Grantee's failure to satisfactorily render the deliverables due as indicated on the schedule below may result in a reduction in payment, suspension of payment, termination of this Agreement, and disqualification from contracting for or receiving funds from the City during the next twelve months.
6. The sum of **\$ 79,920** shall be inclusive of any and all applicable federal, state and local taxes.

**E) Schedule for Reporting and Invoicing**

Report	Date of Deliverable & Payment	Payment Amount
Advance due upon execution of the contract	July 1, 2011	\$15,984
Submit Quarterly Progress Report documenting achievement of Quarter 1 deliverables	October 7, 2011	\$15,984
Submit Quarterly Progress Report documenting achievement of Quarter 2 deliverables	January 6, 2012	\$15,984
Submit Quarterly Progress Report documenting achievement of Quarter 3 deliverables	April 6, 2012	\$15,984
Submit Final Progress Report documenting achievement of deliverables for the entire contract	July 31, 2012	\$15,984
<b>Total Amount:</b>		<b>\$79,920</b>

**F) Schedule for Deliverables and Payment for July 1, 2011 – June 30, 2012.**

Benchmarks to be achieved	Quarter 1: Ends Sept 30, 2011	Quarter 2: Ends Dec 31, 20101	Quarter 3: Ends March 31, 2012	Quarter 4: Ends June 30, 2012
# of students enrolled in OUSD schools	125	250	350	500
# of students referred to case management	102	204	306	407

# of MDT meetings at school sites planned	3	3	3	12
# of Case Conferencing meetings facilitated	2	4	7	11
# of collaborative meetings attended	12	24	36	48
# of students assessed	100	200	300	400
# of hours of enrollment outreach	30	60	90	120
# of sexually exploited minors referred	2	4	6	8

**Definitions:**

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

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

**Case Management:** Activities once an enrolled youth has been assessed and assigned to a case manager who then develops and follows up on a service/case plan with the youth. Regular in person contact with the participant is maintained by the case manager over an extended period of time and efforts are made to move the participant toward the goals set out in the service/case plan. Referrals and assistance with improving the participant's school, home and community experience are made in accordance with the best practices in providing high risk youth with case management. Documentation is maintained (see Section C., 7, g. above) regarding the progress the participant is making over time.

**Plan for 2011-2012**

Under the leadership of the Associate Superintendent of Family, School and Community Partnerships, the JJC Program Manager will receive weekly supervision and will participate in a professional learning community designed to provide training, coaching, and peer support to boost accountability, productivity, and efficacy.

In addition, the FSCP Department will create a Master Calendar of deliverables which will be reviewed monthly by the leadership team with subsequent follow-up provided to each program manager per individual reporting requirements. Timely reminders paired with hands-on assistance are designed to facilitate increased compliance with program deliverables, progress reporting, and outcome evaluation.

Finally, the FSCP Department has hired a full-time Finance Manager to oversee all budgets, invoicing, and related financial reporting. This position will be responsible to submit quarterly invoices for all grant related activities and will work closely with Measure Y staff to assure accurate and timely financial reporting.

The FSCP Department will adhere to the following calendar of reporting and deliverables:

Advance due upon execution of the contract	July 1, 2011	\$15,984
Quarter 1 Progress Report & Invoice	October 7, 2011	\$15,984
Quarter 2 Progress Report & Invoice	January 6, 2012	\$15,984
Quarter 3 Progress Report & Invoice	April 6, 2012	\$15,984
Final Progress Report & Invoice for entire contract	July 31, 2012	\$15,984
Total Amount:		\$79,920



Measure Y Violence Prevention Programs  
**Contact Sheet 2011-2012**  
 (Please Print or Type)



**Fiscal Agency:** Oakland Unified School District  
**Lead Agency:** Oakland Unified School District  
**Project Title:** OUSD/JJC Wraparound Strategy

**Strategy:**

**Name of CONTRACT REPRESENTATIVE:** Barbara McClung (Interim)

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

Title: Coordinator, Behavioral Health Phone: 510-639-340  
 Email barbara.mcclung@ousd.k12.ca.us Fax: 510-639-4288  
 Mailing address: 495 Jones Ave. Oakland, CA Zip: 94603

**Name of PROGRAM CONTACT:** Barbara McClung

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

Title: Coordinator, Behavioral Health Phone: 510-639-340  
 Email barbara.mcclung@ousd.k12.ca.us Fax: 510-639-4288  
 Mailing address: 495 Jones Ave. Oakland, CA Zip: 94603

**ADDITIONAL CONTACTS: (OPTIONAL)**

*These individuals also need to be notified regarding Measure Y updates and information.*

- 1  
 Name: Linda Wu Title: Finance Manager  
 Email linda.wu@ousd.k12.ca.us Phone: 510-639-3332
- 2  
 Name: Maria Santos Title: Deputy Superintendent  
 Email maria.santos@ousd.k12.ca.us Phone: 510-879-8165
- 3  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email \_\_\_\_\_ Phone: \_\_\_\_\_

**\* 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.*

1. Name: Barbara McClung Title: Coordinator, Behavioral Health  
 Email: barbara.mcclung@ousd.k12.ca.us Phone: 510-639-3340
2. Name: Linda Wu Title: Finance Manager  
 Email: linda.wu@ousd.k12.ca.us Phone: 510-639-3332

***If your agency or program undergoes any staff changes, please remember to RESUBMIT the contact sheet and fill in any information that has changed.***