

File ID Number	24-0841
Introduction Date	4/10/24
Enactment Number	24-0641
Enactment Date	4/10/2024
By	os



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

April 10, 2024

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Subject: Grant Agreement - City of Oakland - Oakland Fund for Children and Youth - Community Schools and Student Services Department

ACTION REQUESTED:

Approval and acceptance by the Board of Education of a Grant Agreement with the City of Oakland, via its Oakland Fund for Children and Youth program, to provide \$225,000.00 for FY 22-23 for the District to support peer Restorative Justice programs Fremont High School, Oakland Technical High School, and Oakland High School, as well as providing funding a Wellness Center for Newcomer students at Oakland International High School.

BACKGROUND:

In spring of 2022, District staff applied for two grants through the City of Oakland's Oakland Fund for Children and Youth. Those applications were approved by the Board on 6/29/22 via enactments 22-1282 and 22-1303. The City of Oakland awarded both grants via a single Grant Agreement in the amount of \$225,000.00 for FY 22-23. The Grant Face Sheet and supporting documents are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
24-0841	Yes	Grant	Oakland Unified School District Community Schools and Student Services Department	To fund peer Restorative Justice programming at Fremont High, Oakland Technical High, and Oakland High as well as funding a Newcomer Wellness program at Oakland International High.	July 1, 2022 - June 30, 2023	City of Oakland - Oakland Fund for Children and Youth	\$250,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$225,000.00

RECOMMENDATION:

Approval and acceptance by the Board of Education of a Grant Agreement and a First Amendment to Grant Agreement for OUSD students via the Community Schools and Student Services Department for the fiscal years 2022-2023, pursuant to the terms and conditions thereof.

ATTACHMENTS:

Grant Management Face Sheet

Grant Agreement

Enactment No. 22-1282 - Grant Application - City of Oakland - Peer RJ

Enactment No. 22-1303 - Grant Application - City of Oakland - Newcomer Wellness

OUSD Grants Management Face Sheet

Title of Grant: OUSD Student Engagement in RJ RJ Facilitation for three OUSD sites and Newcomer Wellness at Oakland International High	Funding Cycle Dates: 07-01-2022 to 06-30-2023
Grant's Fiscal Agent: <small>(contact's name, address, phone number, email address)</small> Mike Wetzel Oakland Fund for Children and Youth 150 Frank H. Ogawa Plaza #4216, Oakland, CA 94612	Grant Amount for Full Funding Cycle: \$250,000.00
Funding Agency: City of Oakland - Oakland Fund Children & Youth	Grant Focus: Peer RJ at three High Schools and Newcomer Wellness at OIHS
List all School(s) or Department(s) to be Served: Fremont HS, Oakland Tech HS, Oakland HS, Oakland International HS	

Information Needed	School or Department Response
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<p>How will this grant contribute to sustained student achievement or academic standards?</p>	<p>Implementing Peer RJ at three high schools. The robust implementation of peer restorative justice is indicated in the OUSD strategic workplan. The goal of the Newcomer Wellness program is to connect newly-arrive immigrant youth to services that reduce health/wellness stressors and barriers to accessing school and higher education opportunities.</p>
<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.22% 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.)</p>	<p>OFCY has a third party independent evaluator for the RJ program that will work with OUSD program staff. Data includes youth and adult staff surveys and quarterly reporting. For the Newcomer program, we will evaluate the programs' effectiveness on supporting our school community using Coordination of Services Team data, and baseline data from 2021/2022 school year on attendance/truancy, suspension, (in)equity, grades, crisis intervention instances, and dropout rates, as well as the annual OUSD Newcomer Program's survey, and the California Healthy Kids Survey data related to school connectedness measures and risk indicators.</p>
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>RJ Facilitators at two high schools that are funded at 1.0 FTE by the schools will participate in this grant. The RJ Facilitator at the third school will be entirely paid for by the OFCY grant</p>
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>	<p>No</p>
<p>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.)</p>	<p>No</p>
<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: David Yusem, Restorative Justice Program Coordinator</p> <p>Site: 922</p> <p>Address:</p> <p>Phone: 510-710-1269</p> <p>Email: david.yusem@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante	<small>DocuSigned by:</small> <i>Andrea Bustamante</i> <small>806EC2B9F1FE4AB...</small>	3/28/2024
Chief Academic Officer	Sondra Aguilera	<small>DocuSigned by:</small> <i>Sondra Aguilera</i> <small>B072CB8033AD406...</small>	3/26/2024

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		



CONTRACTS/AGREEMENTS/GRANTS TRACKING FORM

Received Date: _____

Contracts and Compliance

This is your Work Order 17856 confirmation. Submitted on 08-18-2022
You have till the end of the business day to submit your documents to the office of Contracts and Compliance at 250 FHO Building, 3rd. Floor, Suite 3341.

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

(All Work Order submitted after 2:00 PM of a business day will be processed on the next work day)

Date Submitted
08-18-2022

Work Order Number - 17856
Contact Department - Human Services
Resolution Number - 89245
Contract Title - FY22-23 OFCY grant for OUSD Restorative Justice and OIHS Newcomers programs
Recipient - Oakland Unified School District
Description - OUSD Restorative Justice and OIHS Newcomers programs
Amendment - No
Amendment No. - 0
Amended Contract Amount - \$225,000.00
Total Amount - \$225,000.00
Start Date - 07-01-2022
End Date - 06-30-2023
Due Date - 08-18-2022

Date Contract Signed - Sep 19, 2022

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

Received By: Scott Kim

Received Date: Sep 19, 2022

Initial Review By: MDLT

Date: 09-08-2022



City of Oakland

SCHEDULE T CONTRACT SUMMARY TRANSMITTAL*

FOR USE BY ALL CITY AGENCIES AND DEPARTMENTS FOR PROCUREMENT, CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

- 1. Agency: Life Enrichment Department: Human Services
- 2. Project Name: Oakland Fund for Children and Youth (FY22-23) Project Amount: \$225,000
- 3. Budget / Funding: (** Multiple Funding Sources - Complete Additional Funding Section on Page 2)
Fund #: 1780 Org #: 78251 Account #: 54912 Project #: 1005542 Program #: YS04 Encumbrance Amount \$: _____
- 4. Project Manager / Responsible Employee Name: Scott Kim
Title: Acting Planner Phone: x2209 email: sskim@oaklandca.gov
- 5. Supervisor / Direct Report or Alternate Employee Contact:
Name: Estelle Clemons Phone: x3597 email: eclemons@oaklandca.gov
- 6. Consultant / Contractor Name: Oakland Unified School District
Address: _____ Phone: _____ email: _____
- 7. Type of Contract (Mark X): Professional Service: Construction: Commodities: Technology:
- 8. Statement of Contract Goal / Purpose: To serve Oakland's children and youth, ages 0-21.
- 9. Actual or Estimated Notice To Proceed (NTP) Date: 7/1/2022 Estimated Completion Date: 6/30/2023
- 10. Resolution Number: 89245 Resolution Date: 6/7/2022
- 11. Location of the Contract Documents: City Clerk

THIS PORTION MUST BE COMPLETED BY THE AGENCY / DEPARTMENT AND/OR THE PROJECT MANAGER

Insert language below regarding the evaluation of performance and/or audit requirements. For example: This contract is subject to an independent audit initiated by the City of Oakland and/or this contract will be evaluated quarterly according to the deliverables defined below. Please attach separate sheets if required.

Performance, Inspection, Fiscal Reporting and Audit Requirements	
Performance Evaluation:	Quarterly progress reports
Inspection Requirement:	N/A
Fiscal Reporting Requirement:	Quarterly invoice
Audit Requirement:	Audited statements

Deliverables	Date Due	Completion Date	Responsible Source (Prime, Sub, Supplier, Other)	Performance
1 Execution of contract	ASAP	ASAP	Prime	NA
2 Program Reports & Invoices	quarterly	6/30/23	Prime	NA
3 Proof of Match	4/15/23	4/15/23	Prime	NA

City Representative: <u>Scott Kim</u> <small>(Please Print)</small>	Date: <u>7/26/22</u>
City Representative Signature: _____ 	

City Clerk: <u>Nai Phan</u> <small>(Please Print)</small>	Date: <u>Sep 19, 2022</u>
City Clerk Signature: _____ 	

* Must be attached to the signed Contract / Agreement and the First and Final (last) Payment Requests

CONTRACT SUMMARY TRANSMITTAL PROCEDURE

Note: This Contract Summary Transmittal form must be completed and attached to the signed Contract / Agreement

Note: Agency / Department - Project Managers are responsible and must ensure:

Contract Compliance and Employment Services performed the following:

- 1) Compliance Analysis
- 2) Equal Benefits Determination
- 3) Living Wage Determination









Note: Before submission of a Contract:

Schedule M (Part A and B) must be submitted to the City Attorney's Office for written approval

- 1) Consultant / Contractor must complete Schedule M – Part A
- 2) The City Agency / Department must complete Schedule M - Part B

Note: A photocopy of the completed Contract Summary Transmittal form must be attached to the first and final payment request:

- 1) Photocopy the front and back of the completed Contract Summary Transmittal form
- 2) Photocopy must be attached to the back-up documentation, on the first payment request and on the final payment request that is submitted to the Finance and Management Agency / Accounts Payable Section

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract: Send to the City Attorney's Office for First Review				
Contract: Send to the Consultant / Contractor				
Contract: Send to the City Attorney's Office for Final Signature	Sep 13, 2022	 MB	Sep 13, 2022	 MB
Contract: Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract: Send to the Finance and Management Agency / Purchasing Division ***				
Contract: Send to the Agency / Department for Director's Signature	Sep 14, 2022	 EC	Sep 14, 2022	 EC
Contract: Send to City Administrator's Office for Approval (for contracts over \$15,000)	Sep 15, 2022	 MM	Sep 15, 2022	 MM
Contract: Send to City Clerk's Office	Sep 19, 2022	 NP	Sep 19, 2022	 NP

*** All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered

Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor

**Additional Funding Section

Fund Number	Organization Number	Account Number	Project Number	Program Number	Encumbrance Amount

City Administrator's Contract Authority Checklist

(Purchasing Ordinance, OMC Chapter 2.04) Revised 2016



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

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

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

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

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

Pay-go Grant Authority (OMC 2.04.017).

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

Purchases Subject to Appropriation of Funds (OMC 2.04.040A)

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

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

Council authorized this contract by way of **Resolution No.** 89245 **C.M.S.**, as attached.

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

Y	N
<input type="checkbox"/>	<input type="checkbox"/>

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

Three (3) local **certified** firms were solicited and named as follows: _____

Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Identify the local certified firm selected ? _____

If "No" explain why? _____

Completed by Scott Kim, on this 27 day of July 2022.
Signature: Contract Administrator/Project Manager

FILED
OFFICE OF THE CITY CLERK
OAKLAND

22 JUN -2 PM 5:00

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 89245 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED NINETEEN MILLION FORTY-TWO THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$19,042,382) FOR FISCAL YEAR 2022-2023, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2023-2024 AND 2024-2025 PENDING COUNCIL APPROVAL

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

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

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

WHEREAS, the appropriation for Fiscal Year (FY) 2022-2023 to the Kids First Oakland Fund for Children and Youth in the amount of \$21,013,000 is included in the Mayor's FY 2022-2023 Proposed Budget and available for OFCY contingent upon City Council adoption, and 90% of the appropriation in the amount of \$18,911,700 will be available for grants and is located in Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912) FY 2022-2023 OFCY Project (1005542); and

WHEREAS, pursuant to Article XIII, Section 1300 of the Oakland City Charter, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants as specified in the Kids First! Charter Amendment; and

WHEREAS, the interest income earned by the Kids First (OFCY) from April 1, 2019 to March 31, 2022 is available in the amount of \$130,682 for selected grant awards; and

WHEREAS, in December 2021, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 88929 C.M.S.) with priority areas: 1. Social-emotional Well-Being in Early Childhood, 2. Family Resource Centers and Parent Engagement, 3. Comprehensive School-Based Afterschool at Elementary Schools, 4. Comprehensive School-Based Afterschool at Middle Schools, 5. Middle School Engagement, Wellness, and Transitions, 6. High School and Post-Secondary Student Success, 7. Youth Leadership and Development, 8. Summer Academic and Enrichment Programs, 9. Violence Prevention Programming, 10. Career Access and Employment for Opportunity Youth, and 11. Career Access and Employment for Youth in School; and

WHEREAS, a Requests for Proposals based of the adopted OFCY Strategic Investment Plan 2022-2025 was released in January 2022; and

WHEREAS, in February 2022, OFCY received 246 proposals and responses from 139 private non-profit and public entities to provide services for the OFCY grant cycle 2022-2025; and

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

WHEREAS, the POC considered racial and geographic equity in the distribution of funds in accordance with the Strategic Investment Plan and Equity Framework in the RFP; and

WHEREAS, the POC recommends the following 149 grant funding awards in the amounts specified below for FY 2022-2023, and as renewable with City Council approval and contingent upon funding availability for FY 2023-2024 and FY 2024-2025:

Agency Name	Program Name	FY 2022-2023 Funding
Social-Emotional Well-Being in Early Childhood		\$775,000
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$175,000
LifeLong Medical Care Lincoln	Project Pride	\$75,000
Oakland Parks, Recreation & Youth Development	Early Childhood Mental Health Collaborative	\$300,000
Through the Looking Glass	Community Adventure Pre-K Playgroup (C.A.P.P)	\$100,000
	Nurturing Relationships and Strengths of 0-5 Children and Their Families	\$125,000
Family Resource Centers and Parent Engagement		\$2,261,035
BANANAS, Inc	Healthy Havenscourt Early Care and Kinder Readiness Hub	\$500,000
Dads Evoking Change	Dads Evoking Change	\$40,000
East Bay Agency for Children (EBAC)	Hawthorne Family Resource Center	\$238,474
Family Bridges, Inc.	Social Services to Young Children & Their	\$40,000

Agency Name	Program Name	FY 2022-2023 Funding
	Families	
Lincoln	New Highland RISE Family Resource Center (NHR FRC)	\$220,000
Lotus Bloom	Culturally Responsive Family Resource Center	\$248,993
Our Family Coalition	LIFTS (LGBTQ Intersectional & Inclusive Family Support & Trauma Services)	\$125,000
Refugee & Immigrant Transitions (RIT)	Parent Tot Initiative (PTI)	\$250,000
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$499,936
Tandem, Partners in Early Learning	Early Learning Everywhere: Building Family Connections	\$98,632
Comprehensive School-Based Afterschool at Elementary Schools		\$3,230,000
Bay Area Community Resources	Brookfield Elementary	\$85,000
Bay Area Community Resources	Emerson Elementary	\$85,000
Bay Area Community Resources	Esperanza Academy	\$85,000
Bay Area Community Resources	Fred T. Korematsu Discovery Academy Elementary	\$85,000
Bay Area Community Resources	Global Family Elementary	\$85,000
Bay Area Community Resources	Grass Valley Elementary	\$85,000
Bay Area Community Resources	Greenleaf Elementary	\$85,000
Bay Area Community Resources	Hoover Elementary	\$85,000
Bay Area Community Resources	Lockwood STEAM Academy	\$85,000
Bay Area Community Resources	Madison Park Academy Elementary	\$85,000
Bay Area Community Resources	Markham Elementary	\$85,000
Bay Area Community Resources	Martin Luther King Jr. Elementary	\$85,000
Bay Area Community Resources	Oakland Academy of Knowledge Elementary	\$85,000
Bay Area Community Resources	Prescott Elementary	\$85,000
Bay Area Community Resources	Sankofa United Elementary	\$85,000
East Bay Agency for Children (EBAC)	Achieve Academy	\$85,000
East Bay Agency for Children (EBAC)	Rise/ New Highland Academy	\$85,000
East Bay Asian Youth Center	Franklin Elementary School	\$85,000
East Bay Asian Youth Center	Garfield Elementary School	\$85,000
East Bay Asian Youth Center	Lincoln Elementary School	\$85,000
East Bay Asian Youth Center	Manzanita Community School	\$85,000
East Bay Asian Youth Center	Manzanita Seed	\$85,000
Girls Inc of Alameda County	ACORN Woodland Elementary	\$85,000
Girls Inc of Alameda County	Allendale Elementary	\$85,000
Girls Inc of Alameda County	Bella Vista Elementary	\$85,000
Girls Inc of Alameda County	Bridges @ Melrose Academy Elementary	\$85,000
Girls Inc of Alameda County	Burckhalter Elementary	\$85,000
Girls Inc of Alameda County	Horace Mann Elementary	\$85,000
Higher Ground Neighborhood Development Corporation	East Oakland Pride Elementary	\$85,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Leaf Foundation	EnCompass Academy Elementary	\$85,000
Oakland Leaf Foundation	International Community Elementary	\$85,000
Oakland Leaf Foundation	Learning Without Limits	\$85,000
Oakland Leaf Foundation	Think College Now Elementary	\$85,000
Safe Passages	Fruitvale Elementary	\$85,000
Safe Passages	Laurel Elementary	\$85,000
Ujimaa Foundation	Carl B. Munck Elementary School	\$85,000
YMCA of the East Bay	Piedmont Avenue Elementary	\$85,000
YMCA of the East Bay	Reach Academy Elementary	\$85,000
Comprehensive School-Based Afterschool at Middle Schools		\$1,580,000
Attitudinal Healing Connection	Community School for Creative Education	\$100,000
Bay Area Community Resources	Elmhurst United Middle School	\$100,000
Bay Area Community Resources	Life Academy	\$100,000
Bay Area Community Resources	Madison Park Academy 6-8	\$100,000
East Bay Asian Youth Center	Frick United Academy of Language	\$100,000
East Bay Asian Youth Center	Roosevelt Middle School	\$100,000
East Bay Asian Youth Center	Urban Promise Academy	\$100,000
Envisioneers Inc	Greenleaf	\$80,000
Envisioneers Inc	Westlake Middle	\$100,000
Girls Inc of Alameda County	La Escuelita	\$100,000
Girls Inc of Alameda County	West Oakland Middle	\$100,000
Oakland Leaf Foundation	Ascend	\$100,000
Oakland Leaf Foundation	Bret Harte Middle School	\$100,000
Safe Passages	Coliseum College Prep Academy	\$100,000
Safe Passages	United for Success Academy After School Program	\$100,000
Ujimaa Foundation	Lazear Charter Academy	\$100,000
Middle School Engagement, Wellness, and Transitions		\$710,000
East Oakland Boxing Association	EOBA - After-school program - Grades 6-8	\$100,000
Fresh Lifelines for Youth, Inc.	FLY Middle School Program for Oakland Youth	\$60,000
Lincoln	West Oakland Initiative (WOI)	\$200,000
Safe Passages	Elev8 Youth	\$100,000
The Unity Council	The Unity Council Latino Men & Boys Program	\$250,000
High School and Post-Secondary Student Success		\$1,245,000
Centro Legal de la Raza	Youth Law Academy	\$175,000
College Track	College Track Oakland: Democratizing high school & college success for low-income, first-generation Oakland youth	\$125,000
East Bay Asian Youth Center	SHOP 55	\$120,000
Oakland Kids First (OKF)	Knight Success: College Ready, Career Ready, and Community Ready	\$110,000
Oakland Unified School District	Oakland International High School: Newcomer Youth Wellness & Leadership Initiative	\$75,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Unified School District	Student Engagement in Restorative Justice	\$150,000
Refugee & Immigrant Transitions (RIT)	Newcomer Community Engagement Program (NCEP)	\$150,000
Student Program for Academic & Athletic Transitioning (SPAAT)	College & Career Performance Program	\$100,000
TEAM Inc.	Core Program	\$65,000
The Center for Independent Living	Community Connections	\$75,000
The Mentoring Center	Emerge	\$100,000
Youth Leadership & Development		\$4,645,347
Alameda County Health Care Services Agency	Alameda County Court Appointed Special Advocates	\$100,000
American Indian Child Resource Center	Culture Keepers	\$90,000
Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$100,000
Aspire Education	Community Reading Buddies	\$75,000
Attitudinal Healing Connection	Oakland Legacy Project	\$450,000
Bay Area Outreach & Recreation Program (BORP)	Sports & Recreation for Youth with Disabilities	\$62,000
Bay Area SCORES	Oakland SCORES	\$175,000
Chapter 510 Ink	Writing at the Center	\$75,000
Communities United for Restorative Youth Justice	Homies 4 Justice and Dream Beyond Bars	\$150,000
Community Works West	Project WHAT!	\$100,000
Covenant House California	Covenant House California - DreamCatcher Youth Program	\$50,100
Destiny Arts Center	Destiny in Oakland Schools	\$175,000
Dimensions Dance Theater	Rites of Passage	\$74,050
East Bay Asian Local Development Corporation	Lion's Pride	\$100,000
East Oakland Youth Development Center	EOYDC Youth Leadership & Development Program K-8	\$250,000
Fresh Lifelines for Youth, Inc.	FLY Programs for Young Leaders	\$99,897
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$225,000
Frontline Catalysts	Climate Justice Leadership Development	\$75,000
Health Initiatives For Youth (HIFY)	Leadership In Diversity (LID)	\$75,000
Kingmakers of Oakland	Kingmakers of Oakland Media Academy	\$125,000
Museum of Children's Art (MOCHA)	Youth Leadership NOW: Futures Visioning through the Arts	\$250,000
Music Is eXtraordinary, Inc.	Explorations in Music	\$125,000
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$250,000
Oakland Kids First (OKF)	REAL HARD Youth Leadership Program	\$125,000
Oakland Lacrosse Club	Oakland Lacrosse: Leadership Development, Academic Counseling, Wellness Education(East Oakland Expansion)	\$50,000
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$150,000
Oakland LGBTQ Community Center, Inc.	LGBTQ Youth Leadership Program	\$225,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Parks, Recreation & Youth Development	Discovery Science	\$90,000
Oakland Public Education Fund	Youth Beat: Media Arts & Leadership Development	\$90,000
Restorative Justice for Oakland Youth (RJOY)	Youth Program	\$225,000
Safe Passages	Get Active	\$175,000
Student Program for Academic & Athletic Transitioning (SPAAT)	McClymonds Leadership Program (MLP)	\$114,300
The Unity Council	The Unity Council Latinx Mentoring & Achievement Program	\$200,000
Summer Academic & Enrichment		\$861,000
Acta Non Verba: Youth Urban Farm Project	Camp ANV	\$180,000
Destiny Arts Center	Camp Destiny	\$70,000
East Bay Consortium of Educational Institutions, Inc	Pre-Collegiate Academy	\$75,000
East Oakland Youth Development Center	EOYDC Summer Cultural Enrichment Program (SCEP)	\$150,000
Family Support Services	Kinship Summer Youth Program	\$75,000
Girls Inc of Alameda County	Concordia	\$60,000
Lincoln	Oakland Freedom Schools (OFS)	\$150,000
Oakland Parks, Recreation & Youth Development	Oakland Fine Art Summer School	\$50,000
Prescott Circus Theatre	Summer Circus and Academic Program	\$51,000
Violence Prevention		\$780,000
Community & Youth Outreach Inc	CYO Inc Healthy Wealthy Wise	\$225,000
The Mentoring Center	TMC's Transformative Youth Violence Prevention Program	\$190,000
United Roots	UR Music	\$125,000
Youth ALIVE!	Teens on Target	\$240,000
Career Access and Employment for Opportunity Youth		\$1,660,000
Bridges from School to Work, Inc.	Bridges from School to Work	\$150,000
Center For Young Women's Development dba Young Women's Freedom Center	Siblings on the Rise Economic Empowerment Program	\$225,000
Civicorps	Civicorps' Conservation Career Pathways Program	\$115,000
First Place for Youth	Youth Apprenticeships for Economic Empowerment	\$225,000
Lao Family Community Development, Inc. (LFCD)	Oakland Youth Industries Exploration (YIE) Program	\$120,000
New Door Ventures	Comprehensive Job Training and Employment Program for Oakland Opportunity Youth	\$225,000
Safe Passages	Life and Career Roadmap Program	\$150,000
The Youth Employment Partnership, Inc.	Oakland Career Connections (OCC)	\$225,000
Youth UpRising	YU Career & Education Program- Job Training and Placement	\$225,000
Career Access and Employment for Youth in School		\$995,000

Agency Name	Program Name	FY 2022-2023 Funding
Alameda Health System	AHS -Health Excellence & Academic Leadership (HEAL) High School Healthcare Internship	\$160,000
Genesys Works Bay Area	Pathways to College and Career Success for Oakland's High School Students through Genesys Works	\$100,000
Hidden Genius Project Inc	The Hidden Genius Intensive Immersion Program	\$225,000
Oakland Unified School District	Exploring College, Career, and Community Options (ECCCO)	\$225,000
The Crucible	Fuego Entrepreneurship & CNC Design Career Academy	\$60,000
Youth Radio (DBA YR Media)	Media Education and Employment Pathway	\$225,000
Oakland Summer Youth Employment		\$300,000
Lao Family Community Development, Inc. (LFCD)	The Oakland Youth on the Move (YOM) Summer Program	\$125,000
The Youth Employment Partnership, Inc.	Summer Jobs for Successful Futures (SJSF)	\$125,000
Trybe Inc	Trybe Summer Job Program	\$50,000
	Total FY2022-2023 Funding:	\$19,042,382

; now, therefore, be it

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

FURTHER RESOLVED: That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed Nineteen Million Forty-Two Thousand Three Hundred Eighty-Two Dollars (\$19,042,382) for FY 2022-2023 and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

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

3173201v2


IN COUNCIL, OAKLAND, CALIFORNIA, **JUN 07 2022**

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND
PRESIDENT FORTUNATO BAS - 8

NOES - 0
ABSENT - 0
ABSTENTION - 0

ATTEST: _____


ASHA REED
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") is made and entered into by and between the City of Oakland, a municipal corporation (the "City"), and Oakland Unified School District, a California public entity ("Grantee") (collectively the "Parties").

RECITALS

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the City and Grantee:

- A. The City Council, pursuant to Resolution No. 89245 C.M.S., has allocated grant funds in an amount not to exceed Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) to Grantee to fund its community-related programs and activities as specified herein.
- B. The City wishes to enter into this Agreement with Grantee for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A) and Budget (Attachment B).

NOW, THEREFORE, the Parties to this Agreement covenant as follows:

1. Effective Date

This Agreement shall become effective on the date it is executed by all Parties. If the Agreement is not executed by all Parties on the same date, the Agreement shall be effective on the date it is last executed by a Party.

2. 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 Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) (the "Grant").

3. 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 Estelle Clemons.

4. 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.

5. Time of Performance

The time for performance under this Agreement shall begin on July 1, 2022 and shall end on June 30, 2023 ("Term").

6. Method of Payment

Grantee shall be paid for the performance of the Work set forth in **Schedule A** in accordance with the program **Budget, Schedule B**. Payments shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work but shall not exceed the Grant amount. Payments will be due upon completion of the Work or as otherwise specified in Scope of Work or the Budget. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City's expense forms. Invoices shall include a description of the Work completed, itemized costs, fees and expense and the amount due.

Grantee shall submit a request for payment accompanied by an itemized list of eligible expenditures. Each request for payment shall include a description of the Work completed, a report detailing the clients served under this Agreement, and aggregate results to date. If Grantee's performance is not on pace to meet or exceed performance goals under this Agreement, Grantee shall provide an explanation for not meeting performance goals and a detailed plan to increase client service levels for the remainder of the Term of this Agreement in order to meet performance goals.

The documents submitted will 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 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.

7. 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, 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Compliance with Federal Standards

If Federal funds are used to fund any portion of this Agreement, Grantee shall be responsible for complying with applicable federal and state laws with respect to federal grants.

14. 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.

15. 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.

16. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must acquire and maintain for the duration of this Agreement the insurance listed in **Schedule Q, Insurance Requirements (Revised 9/12/2019)** attached hereto and incorporated herein by reference.

17. Indemnification

- a. Grantee agrees to indemnify and hold harmless the City, its agencies, departments, councilmembers, officers, directors and employees (collectively "Indemnitees") from, and, upon request, to defend Indemnitees against, any and all liabilities, obligations, losses, damages, fines, penalties, claims (including but not limited to claims for property damage, personal injury, and wrongful death), actions, suits, judgments, costs or expenses of whatsoever kind and nature (including reasonable attorney's fees) caused by or arising directly or indirectly from 1) a material breach of the terms of this Agreement by Grantee, 2) a negligent, grossly negligent or willful act or omission of Grantee in performance of this Agreement or expenditure of the grant funds, or 3) the violation by Grantee of any federal, state or local laws or regulations in performance of this Agreement or expenditure of the grant funds.
- b. The term "Grantee" as used in this indemnification provision includes Grantee, its board members, officers, directors, employees, and agents.
- c. The City agrees to promptly provide Grantee written notice of any claim of loss or damage subject to this indemnification provision and to cooperate with Grantee, in the defense against any such claim and all related settlement negotiations to the extent that cooperation does not conflict with City's interests
- d. The City reserves the right retain its own legal counsel for the purposes of participating in the defense against any claim of loss or damage subject to this indemnification provision if Grantee fails or refuses to defend the City with counsel reasonably acceptable to the City. In no event shall either Grantee or the City agree to the settlement of any claim described herein without the prior written consent of the other party.
- e. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not extend to any action or claim arising from the sole negligence, gross 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.
- h. The City's liability under this Agreement shall be limited to payment of Grantee in accord with the terms and conditions of this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

18. Non-Liability of City

No councilmember, 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.

19. 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.

20. Events of Default and Remedies

- A. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:
 - 1. Failure to adequately perform the Work set forth in the Scope of Work;
 - 2. The use or expenditure of funds provided under this Agreement by Grantee in any manner that is not consistent with the purpose of this Agreement or in compliance with the Scope of Work attached hereto;
 - 3. Substantial failure by Grantee to observe and perform any other material provision of this Agreement; or
 - 4. Grantee's (a) 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; (b) making a general assignment for the benefit of creditors; (c) 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; (d) insolvency; or (e) failure, inability or admission in writing of its inability to pay its debts as they become due.

B. The City shall give written notice to Grantee of any default by specifying the nature of the event or deficiency giving rise to the default, the action required to cure the deficiency, if an action to cure is possible, and 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:

1. Terminate this Agreement in whole or in part;
2. Suspend payments under this Agreement;
3. Demand immediate reimbursement of any funds disbursed under this Agreement other than funds Grantee has: (i) regranting or (ii) is legally bound to regrant to organizations as contemplated hereunder;
4. Bring an action for equitable relief (i) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief;
5. Bar Grantee from future funding by the City; and/or
6. Pursue any other remedy available at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2023

21. 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 thirty (30) days written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work.

22. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee arising from or related to Newcomer Youth Wellness Initiative and Student Engagement in Restorative Justice program in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, all pending disputes with

the City prior to execution of this Agreement and any amendment to this Agreement on **Schedule K**, attached hereto and incorporated herein. Failure to disclose pending disputes prior to execution of this Agreement or any amendment to this agreement shall be a basis for termination of this Agreement.

23. 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 \$500 the previous year. Grantee agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

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

24. Non-Discrimination/Equal Employment Practices

Grantee shall not discriminate against any person or group of persons in any manner prohibited by federal, state or local laws applicable to Grantee.

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) or 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) or 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.

25. Local/Small Local Enterprise Participation

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

26. 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 - As of July 1, 2022, said employees shall be paid an initial hourly wage rate of **\$16.14** with health benefits or **\$18.53** without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.39** 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.

27. 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.

28. Minimum Wage Ordinance

Grantee shall comply with Oakland's Minimum Wage law set forth in Chapter 5.92 of the Oakland Municipal Code ("O.M.C.").

Oakland Minimum Wage law requires that Employers (as defined therein) pay Employees (as defined therein) no less than the Oakland's minimum wage rate for each hour worked within the geographic boundaries of the City Oakland. Oakland's Minimum Wage Law also requires paid sick leave for Employees and payment of service charges collected for their services. Employers must notify employees of the annually adjusted rates by December 15th of each year and prominently display notices at the job site.

29. 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.

30. Religious Prohibition

Grantee shall not use the grant funds awarded under this agreement for religious worship, instruction, or proselytization.

31. 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 for the duration of this Agreement.

32. Abandonment of Grant

The City may abandon or indefinitely postpone this 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.

33. 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.

34. 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 including using Grant proceeds to regrant funds as contemplated by Section 2 above; (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 enter into and perform its obligations under this Agreement; (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 person executing and delivering this Agreement is authorized to execute and deliver such document on behalf of Grantee.

35. 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. The time for performance under this Agreement may also be extended for any reason by the mutual written agreement of the City and Grantee.

36. Validity of Contracts

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

37. 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.

38. Notice

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

City
City of Oakland
Human Services Department
150 Frank Ogawa Plaza
Oakland, CA 94612
Eclemons@oaklandca.gov
Attn: Estelle Clemons

Grantee
Oakland Unified School District
1000 Broadway Ste 150
Oakland, CA 94607
kyla.johnson@ousd.org
Attn: Kyla Johnson-Tramell

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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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 extension of time provided 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.

If Grantee fails to 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 Work to be performed under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a request for final payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. If Grantee fails to timely submit a complete and accurate request for final payment, the City shall be relieved of any further obligations under this Agreement, including without limitation any obligation for payment of Work performed or payment of claims by Grantee.

45. Consents and Approvals

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

46. Inconsistency

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

47. Counterparts

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to electronically sign and transmit this Agreement (whether by facsimile, PDF, email or other electronic transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

48. Exhibits

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

Schedule A:	Scope of Work
Schedule B:	Budget
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 P:	Nuclear Free Zone - Ordinance 11474 C.M.S.
Schedule Q:	Insurance Requirements

Schedule V: Affidavit of Non-Disciplinary or Investigatory Action

49. Authority:

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

[SIGNATURES ON NEXT PAGE]

“CITY”

CITY OF OAKLAND, a municipal corporation

By: Mary Mayberry Sep 15, 2022
City Administrator (date) *MDLT*

Approved for forwarding:

By: Estelle Clemons
Estelle Clemons (Sep 14, 2022 19:18 PDT)
Department Head (date)

89245

Resolution Number

Approved as to form and legality:

By: Mitesh Bhakta
Mitesh Bhakta (Sep 13, 2022 21:27 PDT)
Deputy City Attorney

“GRANTEE”

OAKLAND UNIFIED SCHOOL DISTRICT, a California public entity

By: Kyla Johnson-Trammell

Print Name: Dr. Kyla Johnson-Trammell

Title: Superintendent

Date: July 6, 2022

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/21/22. Superintendent Authorized to sign under BP 3290 because Board previously approved grant applications with substantially similar terms (Enactment Nos. 22-1282 and 22-1303).

Joanna J. Powell

Benjamin Davis

4/11/2024

Benjamin Davis, President, Board of Education

[END OF AGREEMENT]

Kyla Johnson-Trammell

4/11/2024

Dr. Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Schedule A

SERVICE PROJECTIONS

Newcomer Youth Wellness & Leadership Initiative

Youth Participants Service Intensity

1-25 hours 150	26-50 hours 100	51-75 hours 50	76-100 hours 34
101-125 hours 0	126-150 hours 0	151-175 hours 0	176-200 hours 0
201-250 hours 0	251-300 hours 0	301-350 hours 0	351 or more hours 0

Total Youth Participants

334

Service Hours Projections

Only project services from July 1, 2022 to June 30, 2023.

Service Hours Projections (1)

Service Name

Newcomer Youth Wellness & Leadership Initiative

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date

07/01/2022

Projected End Date

06/30/2023

Projected # youth served

334

Projected Average Hours of Participation per Youth

21.00

Total Service Hours - Youth

7014

Calculation

We estimate an average of 21 service hours/youth based on current rates of engagement with wellness center programming.

Service Description

OIHS's Newcomer Wellness & Leadership Initiative will support high-school new comers by providing on-campus wellness services, targeted interventions for high-risk youth, leadership training, restorative justice, college/career connections and non-traditional academic support, and family engagement throughout the school year and during weekends and school holidays. The goal of this program is to connect newly-arrived immigrant youth to services that reduce health/wellness stressors and barriers to accessing school and higher education opportunities.

Total Service Hours

7,014

SERVICE PROJECTIONS

Student Engagement in Restorative Justice

Youth Participants Service Intensity

1-25 hours 1174	26-50 hours 0	51-75 hours 69	76-100 hours 0
101-125 hours 0	126-150 hours 0	151-175 hours 0	176-200 hours 0
201-250 hours 0	251-300 hours 0	301-350 hours 0	351 or more hours 0
<hr/>			
Total Youth Participants			1,243

Service Hours Projections

Only project services from July 1, 2022 to June 30, 2023.

Service Hours Projections (1)

Service Name

Peer RJ Learning Community

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date

08/15/2022

Projected End Date

06/30/2023

Projected # youth served

45

Projected Average Hours of Participation per Youth

36.00

Total Service Hours - Youth

1620

Calculation

15 students x 3 schools x 36 meetings to learn together and debrief circles during the course of the year = 1620 hours

Service Description

A team of students will be trained and supported in engaging in restorative practices at their school.

Service Hours Projections (2)

Service Name

Peer RJ Training

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday

- Friday
- Saturday

Projected Start Date
08/15/2022

Projected End Date
06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
45	32.00	1440

Calculation

15 students x 3 schools x 32 hours of training and skill-building in restorative justice practices =1440 hours

Service Description

Peer RJ leaders will be trained in restorative practices throughout the school year to build and maintain skillsets

Service Hours Projections (3)

Service Name

Classroom Community Building Circles

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date
08/15/2022

Projected End Date
06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
1350	1.00	1350

Calculation

18 circles/year x 3 schools x 25 students =1350 hours

Service Description

Peer RJ leaders will lead community building circles in classrooms focusing on, but not limited to, the 9th grade.

Service Hours Projections (4)

Service Name

Student participation on culture and climate team

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date
08/15/2022

Projected End Date
06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
3	8.00	24

Calculation

3 students x 2 hours/quarter x 4 quarters = 24 hours

Service Description

Three students will participate in school leadership teams such as the culture and climate team or equivalent at their school.

Service Hours Projections (5)

Service Name

Restorative Conversations

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date

08/15/2022

Projected End Date

06/30/2023

Projected # youth served

216

Projected Average Hours of Participation per Youth

0.50

Total Service Hours - Youth

108

Calculation

72 students x 3 schools x .5 hours = 108 hours

Service Description

The site based RJ Facilitator will have restorative conversations with youth to be proactive, build relationships, and respond to conflict effectively.

Service Hours Projections (6)

Service Name

Restorative process for harm/conflict

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date

08/15/2022

Projected End Date

06/30/2023

Projected # youth served

42

Projected Average Hours of Participation per Youth

2.00

Total Service Hours - Youth

84

Calculation

14 students x 3 schools x 2 hours per process = 84 hours

Service Description

Students will engage in tier 2 restorative processes to respond to conflict effectively and problem solve together.

Service Hours Projections (7)

Service Name

Welcome Circles

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date
08/15/2022

Projected End Date
06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
24	1.00	24

Calculation

8 students x 3 schools x 1 hour per circle = 24 hours

Service Description

Students will receive a restorative welcome circle process when needing tier 3 supports at their school.

Total Service Hours	4,650
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Schedule B

BUDGET

Newcomer Youth Wellness & Leadership Initiative

SETUP

- Personnel
- Other Direct Costs
- Youth Wages
- Youth Stipends
- Subcontractors
- Indirect Costs

OFCY GRANT AWARD FY2022-2023

\$75,000.00

Advance Request

Would you like an advance?

- Yes No

Budget Summary

Item	Total Program Cost	OFCY Request	% of Total Program Cost
Personnel	\$253,462.00	\$70,200.00	27.7%
Subcontractors	\$25,000.00	\$4,800.00	19.2%
Total	\$278,462.00	\$75,000.00	26.9%

Budget Detail

PERSONNEL

- Create a separate line item for EACH individual staff working directly on the program.
- List all direct program staff responsible for the success of the project, even if their salaries or wages are being covered by other matching funds, and not OFCY funds. This will help OFCY better understand the total cost of operating your program.
- Do not include administrative staff not providing direct supervision of line staff or subcontractor.

personnel (1)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Case Manager	Ricardo Jaramillo	52000.00	100.0%	52000.00	52000.00

Budget justification and calculations

The Case Manager Position will be situated in the Wellness Center and devote 100% of time to Wellness programs and services

personnel (2)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Community School Manager	Madenh Hassan	102000.00	50.0%	51000.00	0.00

Budget justification and calculations

Madenh Hassan, Community School Manager, will devote 50% of her time to the OFCY-funded program, with her salary provided in-kind (salary and benefits included)

personnel (3)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed	Total Program Cost	OFCY Request
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Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Case Manager	Karen Carranza Moya	55000.00	80.0%	44000.00	0.00

Budget justification and calculations

Karen Carranza Moya, a Case Manager, will dedicate 80% of her time to OFCY programming, funded in-kind by additional grant sources

personnel (4)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Dean of Students	Cormac Killgallen	120000.00	20.0%	24000.00	0.00

Budget justification and calculations

Dean of Students Cormac Killgallen will dedicate 20% of his time to Wellness Program/Services, funded in-kind through OUSD core funds (benefits included above)

personnel (5)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Counselor	Jizabel Navarrete	67000.00	25.0%	16750.00	0.00

Budget justification and calculations

Jizabel will dedicate 25% of her time to Wellness Program/Services, funded in-kind through a grant from Salesforce via the OUSD ELLMA Office.

Staff Subtotal

\$187,750.00 \$52,000.00

Fringe Benefits	Fringe Rate	Total Program Cost	OFCY Request
	35.0%	65712.00	18200.00

Budget justification and calculations

Fringe benefits are calculated as 35% in the OUSD.

Staff and Fringe Subtotal

\$253,462.00 \$70,200.00

SUBCONTRACTORS

subcontractor (1)

Contractor Name	Total Program Cost	OFCY Request
Soccer Without Borders	25000.00	4800.00
Email Address ben@soccerwithoutborders.org		
Phone Number 6176995114		
Street Address 4521 Webster St.		
City Oakland	State California	ZIP Code 94609

Proposed services and activities

SWB will spearhead the bi-weekly manhood development circles, with a focus on under-engaged students who are most struggling in school/in their lives; they will also integrate team wellness workshops, conflict resolution support, and will sit on our weekly Coordination of Services Team meetings, working hand in hand with OIHS's wellness team to provide services, support and leadership opportunities for OIHS students.

Budget justification and calculations

SWB will be paid \$25,000 for their services, with \$4,800 paid out of OFCY and \$20,200 supplemented from the 21st Century Grant

Subcontractors Subtotal

\$25,000.00 \$4,800.00

MATCHING FUNDS

Matching Funds in Budget
\$203,462.00

**Matching Funds in Budget as % of OFCY
Request**
271.3%

BUDGET

Student Engagement in Restorative Justice

SETUP

- Personnel
- Other Direct Costs
- Youth Wages
- Youth Stipends
- Subcontractors
- Indirect Costs

OFCY GRANT AWARD FY2022-2023

\$150,000.00

Advance Request

Would you like an advance?

- Yes No

Budget Summary

Item	Total Program Cost	OFCY Request	% of Total Program Cost
Personnel	\$387,657.50	\$145,725.00	37.6%
Indirect Costs	\$10,389.22	\$3,905.43	37.6%
Total	\$398,046.72	\$149,630.43	37.6%

Budget Detail

PERSONNEL

- Create a separate line item for EACH individual staff working directly on the program.
- List all direct program staff responsible for the success of the project, even if their salaries or wages are being covered by other matching funds, and not OFCY funds. This will help OFCY better understand the total cost of operating your program.
- Do not include administrative staff not providing direct supervision of line staff or subcontractor.

personnel (1)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Behavioral Health Director	Barbara McClung	135000.00	5.0%	6750.00	0.00

Budget justification and calculations

This position is the Director the department that holds this work

personnel (2)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Coordinator	David Yusem	121000.00	10.0%	12100.00	0.00

Budget justification and calculations

This position Coordinates all RJ work at OUSD

personnel (3)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
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			program	Cost		
RJ Program Manager	Denise	106000.00	25.0%	26500.00		26500.00

Budget justification and calculations

This position supervises and coaches the site based RJ Facilitator positions personnel (4)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Facilitator	Tatiana Chaterji	74000.00	100.0%	74000.00	0.00

Budget justification and calculations

This position will implement the SERJ program at Fremont HS personnel (5)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Facilitator	Tatiana Fuaau	74000.00	100.0%	74000.00	0.00

Budget justification and calculations

This position will implement the SERJ program at Oakland Tech HS personnel (6)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Facilitator	TBH	74000.00	100.0%	74000.00	74000.00

Budget justification and calculations

This position will implement the SERJ program at Oakland HS

Staff Subtotal

\$267,350.00 \$100,500.00

	Fringe Rate	Total Program Cost	OFCY Request
Fringe Benefits	45.0%	120307.50	45225.00

Budget justification and calculations

OUSD fringe rate is 45%

Staff and Fringe Subtotal

\$387,657.50 \$145,725.00

Indirect Costs

	Total Program Cost	OFCY Request
Indirect Costs	10389.22	3905.43

Budget justification and calculations

OUSD indirect costs rate is 2.68%

MATCHING FUNDS

Matching Funds in Budget
\$248,416.29

Matching Funds in Budget as % of OFCY Request
166.0%

Combined Grants Schedules



Project Name: Oakland Unified School District Phone (510) 879-8535 Email joanna.powell@ousd.org
 Business Name Oakland Unified School District City Oakland State CA Zip 94607 Federal ID # 94-6000385
 Address 1000 Broadway, Suite 440 Completed by: Joanna Powell Phone if different N/A
 City of Oakland Business License Number N/A

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

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

Schedule K – (Pending Dispute Disclosure)

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

- (check) Additional Disputes listed on Attachment

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

Employment Questionnaire: Please respond to the following questions:

Responses	
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	5,021
(2) How many of your permanent employees are paid above the Living Wage rate?	5,021
(3) How many of your permanent employees are paid below the Living Wage rate?	0
(4) Number of compensated days off per employee? (Refer to item “a” above)	10-25
(5) Number of trainees in your company?	N/A
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A

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

Section A. Grantee Information

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

Section B. Compliance

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

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

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

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

Schedule P – (Nuclear Free Zone - Ordinance 11478 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:** JLP

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:** JLP

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:** JLP

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: Joanna Powell

Title: Staff Attorney

Signature: 

Date: 6/30/22

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>



City of Oakland

Equal Benefits Ordinance **Certificate of Compliance** *is hereby awarded to* **Oakland Unified School District**

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

Deborah Barnes

Deborah Barnes
Contract Compliance & Employment Services Manager

September 28, 2006

Date

Schedule Q

INSURANCE REQUIREMENTS

(Revised 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.

Kim, Scott S

From: Bailey, Michael
Sent: Thursday, August 18, 2022 12:30 PM
To: Kim, Scott S
Subject: RE: Oakland Unified School District insurance

Hi Scott,

OUSD meets the City's insurance requirements.

Thank you,

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



CITY OF OAKLAND

From: Kim, Scott S <SSKim@oaklandca.gov>
Sent: Thursday, August 18, 2022 9:13 AM
To: Bailey, Michael <MBailey@oaklandca.gov>
Subject: Oakland Unified School District insurance

Hi Michael

Attached is the insurance for OUSD for your review. They provide restorative justice and newcomer services and summer internships for OUSD students.

Thanks,



Scott Kim
Acting Planner
Oakland Fund for Children and Youth
150 Frank Ogawa Plaza, Suite 4216
Oakland, CA 94612
510.238.2209

CERTIFICATE OF COVERAGE

Issue Date

8/16/2022

ADMINISTRATOR:

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

LICENSE # 0451271

Robyn Tryon
rtryon@keenan.com

510-986-6761 x8177

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

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

COVERED PARTY:

Oakland Unified School District
1000 Broadway, Suite 440
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 type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-14	7/1/2022 7/1/2023	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-14	7/1/2022 7/1/2023	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-14	7/1/2022 7/1/2023	\$ 250,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-14	7/1/2022 7/1/2023	\$ 100,000	\$ 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 01711-14	7/1/2022 7/1/2023	\$	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 provision of Children and Youth-related programs through the coverage expiration date.

CERTIFICATE HOLDER:

City of Oakland
Human Services Department
150 Frank Ogawa Plaza
Oakland CA 94612

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS



John Stephens

AUTHORIZED REPRESENTATIVE

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

DISCLAIMER

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-14	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
Human Services Department
150 Frank Ogawa Plaza
Oakland CA 94612

As Respects:

As respects to the Grant Agreement between the City of Oakland and the Oakland Unified School District for the provision of Children and Youth-related programs through the coverage expiration date.

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



Authorized Representative

Issue Date: 8/16/2022

CERTIFICATE NO.

ISSUE DATE

WC-2991

CERTIFICATE OF COVERAGE

06/29/2022

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612
PHONE (949) 756-0271 / FAX (619) 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	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2022	07/01/2023	<p>WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention</p> <p>EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's \$500,000 Retention</p>

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND CITY OF OAKLAND FOR OFCY FUNDS.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST CITY OF OAKLAND. PURSUANT TO ENDORSEMENT NUMBER U-2.

Certificate Holder

CITY OF OAKLAND
150 FRANK OGAWA PLZ, 4TH FL
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



Public Risk Innovation, Solutions, and Management

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
 EXCESS WORKERS' COMPENSATION PROGRAM
 2022/2023 SCHEDULE OF INSURERS
 OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 22 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 4067010	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-2
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
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, PRISM 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: PRISM 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 PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

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 PRISM'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.: PRISM 22 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2022



Authorized Representative
Public Risk Innovation, Solutions, and Management



July 23, 2021

Oakland Unified School District Tax Exempt Letter

The Oakland Unified School District (the District) is located in and is approximately coterminous with the City of Oakland, California (the "City"), located on the east side of San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda. The District was unified in 1952, combining then-existing high school and elementary school districts.

During the 2020-2021 school year, the District operated 47 elementary schools, five grade K-8 schools, 11 middle schools, one alternative middle school, three grade 6-12 schools, seven high schools, six alternative/continuation schools, one independent study school, and eight adult education programs. Forty-three charter schools operated within the District. Including the students in the charters, approximately 52,000 students are served in grades Kindergarten through 12. During the 2020-2021 school year, the District employed approximately 4,800 employees, including certificated (credentialed teaching), classified (non-teaching) and management employees. The District adopted a Fiscal Year 2020-2021 general fund budget reflecting expenditures of approximately \$570.5 million. Total assessed valuation of taxable property in the District in Fiscal Year 2020-2021 was approximately \$40 billion.

As a public school district, the District is a government instrumentality, and, as such, is exempt from federal income tax and eligible to receive tax-deductible contributions from individuals, corporations and other governmental entities under Section 170(c)(1) of the Internal Revenue Code. Grants to public school districts, provided that they are for public or charitable purposes, are considered qualifying distributions for grant-making private foundations. The Federal Identification Number of Oakland Unified School District is 94-6000385.

Very truly yours,

Joshua R. Daniels
General Counsel










OUSD Grant packet_WO #17856_Final

Final Audit Report

2022-09-19

Created:	2022-09-08
By:	Marina De La Torre (mdelatorre@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsfzi3w3RGQ6iw-YAUSBoEvKO8zFCPAiu

"OUSD Grant packet_WO #17856_Final" History

-  Document created by Marina De La Torre (mdelatorre@oaklandca.gov)
2022-09-08 - 11:30:04 PM GMT- IP address: 8.44.165.130
-  Document emailed to mbhakta@oaklandcityattorney.org for signature
2022-09-08 - 11:46:04 PM GMT
-  Email viewed by mbhakta@oaklandcityattorney.org
2022-09-08 - 11:46:11 PM GMT- IP address: 172.226.212.2
-  Signer mbhakta@oaklandcityattorney.org entered name at signing as MiteshBhakta
2022-09-14 - 4:27:26 AM GMT- IP address: 136.24.39.40
-  Document e-signed by MiteshBhakta (mbhakta@oaklandcityattorney.org)
Signature Date: 2022-09-14 - 4:27:28 AM GMT - Time Source: server- IP address: 136.24.39.40
-  Document emailed to Estelle Clemons (eclemons@oaklandca.gov) for signature
2022-09-14 - 4:27:31 AM GMT
-  Email viewed by Estelle Clemons (eclemons@oaklandca.gov)
2022-09-14 - 4:01:40 PM GMT- IP address: 104.28.124.97
-  Document e-signed by Estelle Clemons (eclemons@oaklandca.gov)
Signature Date: 2022-09-15 - 2:18:01 AM GMT - Time Source: server- IP address: 209.232.103.91
-  Document emailed to Mary Mayberry (MMayberry@oaklandca.gov) for signature
2022-09-15 - 2:18:05 AM GMT
-  Email viewed by Mary Mayberry (MMayberry@oaklandca.gov)
2022-09-15 - 6:04:06 AM GMT- IP address: 104.28.123.105
-  Document e-signed by Mary Mayberry (MMayberry@oaklandca.gov)
Signature Date: 2022-09-15 - 3:43:48 PM GMT - Time Source: server- IP address: 72.105.136.58




City of
Oakland


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Acrobat Sign

 Document emailed to nphan@oaklandca.gov for signature

2022-09-15 - 3:43:52 PM GMT

 Email viewed by nphan@oaklandca.gov


2022-09-19 - 4:01:18 PM GMT- IP address: 209.232.103.91

 Signer nphan@oaklandca.gov entered name at signing as Nai Phan

2022-09-19 - 4:01:30 PM GMT- IP address: 209.232.103.91

 Document e-signed by Nai Phan (nphan@oaklandca.gov)

Signature Date: 2022-09-19 - 4:01:32 PM GMT - Time Source: server- IP address: 209.232.103.91

 Document emailed to Scott Kim (sskim@oaklandca.gov) for signature

2022-09-19 - 4:01:36 PM GMT

 Email viewed by Scott Kim (sskim@oaklandca.gov)

2022-09-19 - 4:02:26 PM GMT- IP address: 104.28.123.101

 Document e-signed by Scott Kim (sskim@oaklandca.gov)

Signature Date: 2022-09-19 - 4:36:36 PM GMT - Time Source: server- IP address: 23.93.1.146

 Agreement completed.

2022-09-19 - 4:36:36 PM GMT



City of
Oakland

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Board Office Use: Legislative File Info.	
File ID Number	22-1381
Introduction Date	6/29/22
Enactment Number	22-1282
Enactment Date	6/29/2022 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date June 29, 2022

Subject Grant Application – Oakland Fund for Children and Youth – Student Engagement in Restorative Justice – Community Schools and Student Services Department

Ask of the Board Approval and acceptance by the Board of Education, pursuant to Board Policy 3290, of the District’s Community Schools and Student Services Department’s grant application to Oakland Fund for Children and Youth and delegation to Superintendent of authority to sign on the Board’s behalf to accept grant award, if received.

Background The Oakland Fund for Children and Youth (OFCY) was established in November 1996 when over three-fourths of Oakland voters expressed a powerful commitment to their children and youth by passing the Kids First! Initiative to address four foundational goals: 1) Support the healthy development of young children; 2) Help children and youth succeed in school and graduate high school; 3) Prevent and reduce violence, crime and gang involvement among young children and youth; and 4) Help youth transition to a productive adulthood.

To directly address these four goals, OFCY had developed eleven funding strategies: 1) Social Emotional Well-being in Early Childhood; 2) Family Resource Centers and Family Engagement; 3) Comprehensive School-Based Afterschool at Elementary Schools; 4) Comprehensive School-Based Afterschool at Middle School; 5) Middle School Engagement, Wellness, and Transitions; 6) High School and Postsecondary Student Success; 7) Youth Leadership and Development; 8) Summer Academic and Enrichment Programs; 9) Violence Prevention Programming; 10) Career Access and Employment for Opportunity Youth; 11a) Career Access and Employment for Youth in School; 11b) Career Access and Employment for Youth in School – Summer Jobs.

In support of these goals, District staff has completed an application to OFCY to support peer Restorative Justice Facilitation at three OUSD high schools (Fremont High School, Oakland Technical High School, and Oakland High School) in the

amount of \$450,000.00, \$150,000.00 per year for the period July 1, 2022 through June 30, 2025.

BP 3290 provides: "In order to facilitate timely receipt of funds, the Board may approve the application for a gift, grant, or bequest, rather than the gift, grant, or bequest itself, so long as the application sets forth all substantive terms of gift, grant, or bequest." Here, the District's application does contain all substantive terms of the grant. In order to facilitate implementation of grant goals for the start of the 2022-2023 school year, it is critical that staff be able to accept and expend grant funds once it receives official grant notification and agreement from OFCY.

Discussion

Approval by the Board of Education, pursuant to Board Policy 3290, of the District's Community Schools and Student Services Department's application to the Oakland Fund for Children and Youth seeking funding in the amount of \$450,000.00 to support Peer Restorative Justice Facilitation for the period June 1, 2022 through June 30, 2025, and if granted, in whole or in part, delegation to the Superintendent of authority to sign on the Board's behalf to acceptance of same, pursuant to the terms and conditions thereof, will help bring the District closer to reaching its vision of all OUSD students finding meaning in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success.

Fiscal Impact

Grants for OUSD students in an amount not to exceed \$450,000.00.

Attachment(s)

- Grant Management Face Sheet
- Program Design
- Program Budget
- Request for Proposals


OUSD Grants Management Face Sheet

Title of Grant: OUSD Student Engagement in RJ RJ Facilitation for three OUSD sites	Funding Cycle Dates: 07-01-2022 to 06-30-2023
Grant's Fiscal Agent: <small>(contact's name, address, phone number, email address)</small> Mike Wetzel Oakland Fund for Children and Youth 150 Frank H. Ogawa Plaza #4216, Oakland, CA 94612	Grant Amount for Full Funding Cycle: \$450,000.00. \$150,000.00 a year for three years.
Funding Agency: Oakland Fund Children & Youth	Grant Focus: Peer RJ at three High Schools
List all School(s) or Department(s) to be Served: Fremont HS, Oakland Tech HS, Oakland HS	

Information Needed	School or Department Response
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How will this grant contribute to sustained student achievement or academic standards?	Implementing Peer RJ at three high schools. The robust implementation of peer restorative justice is indicated in the OUSD strategic workplan
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.22% 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.)	OFCY has a third party independent evaluator that will work with OUSD program staff. Data includes youth and adult staff surveys and quarterly reporting.
Does the grant require any resources from the school(s) or district? If so, describe.	RJ Facilitators at two high schools that are funded at 1.0 FTE by the schools will participate in this grant. The RJ Facilitator at the third school will be entirely paid for by the OFCY grant
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 4.22% 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.)	Name/Title: David Yusem, Restorative Justice Program Coordinator Site: 922 Address: Phone: 510-710-1269 Email: david.yusem@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante	 <small>306E.C2D9F1FE4A81</small>	5/27/2022



Chief Academic Officer

Sondra Aguilera

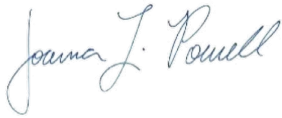
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Sondra Aguilera
B072CBB033AD406

5/28/2022

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		
President, Board of Education	Gary Yee		

Approved as to form by OUSD Staff Attorney Joanna Powell on 5/27/2022.



PROGRAM DESIGN

Student Engagement in Restorative Justice

How many years has this proposed program operated in Oakland?

16.00

Youth Participants Service Intensity

1-25 hours	26-50 hours	51-75 hours	76-100 hours
1174	0	69	0
101-125 hours	126-150 hours	151-175 hours	176-200 hours
0	0	0	0
201-250 hours	251-300 hours	301-350 hours	351 or more hours
0	0	0	0

Total Youth Participants	1,243
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Service Hours Projections

Only project services from July 1, 2022 to June 30, 2023.

Service Hours Projections (1)

Service Name

Peer RJ Learning Community

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date	Projected End Date
08/15/2022	06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
45	36.00	1620

Calculation

15 students x 3 schools x 36 meetings to learn together and debrief circles during the course of the year = 1620 hours

Service Hours Projections (2)

Service Name

Peer RJ Training

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday

- Friday
- Saturday

Projected Start Date	Projected End Date
08/15/2022	06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
45	32.00	1440

Calculation

15 students x 3 schools x 32 hours of training and skill-building in restorative justice practices =1440 hours

Service Hours Projections (3)

Service Name

Classroom Community Building Circles

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date	Projected End Date
08/15/2022	06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
1350	1.00	1350

Calculation

18 circles/year x 3 schools x 25 students =1350 hours

Service Hours Projections (4)

Service Name

Student participation on culture and climate team

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date	Projected End Date
08/15/2022	06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
3	8.00	24

Calculation

3 students x 2 hours/quarter x 4 quarters = 24 hours

Service Hours Projections (5)

Service Name

Restorative Conversations

Please select days in a typical week that your program will provide services.

- Sunday

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date	Projected End Date
08/15/2022	06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
216	0.50	108

Calculation

72 students x 3 schools x .5 hours = 108 hours

Service Hours Projections (6)

Service Name

Restorative process for harm/conflict

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date	Projected End Date
08/15/2022	06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
42	2.00	84

Calculation

14 students x 3 schools x 2 hours per process = 84 hours

Service Hours Projections (7)

Service Name

Welcome Circles

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date	Projected End Date
08/15/2022	06/30/2023

Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
24	1.00	24

Calculation

8 students x 3 schools x 1 hour per circle = 24 hours

Narrative

Provide a brief, high-level summary of your program. The summary should describe the program in terms of the number served, who will be served, type of services, duration, location, and goal. This Program Summary will be used to describe the proposed program throughout the review process.

Student Engagement in Restorative Justice Program (SERJ) will serve 1243 unduplicated youth (88% youth of color) each year, leveraging Restorative Justice to promote student persistence & graduation. Each year, 45 students from OUSD's Fremont, Oakland Tech, and Oakland High schools will be trained as Peer RJ Leaders, holding regular community-building circles with 1174 9th graders across the 3 sites and supporting restorative interventions with peers of all ages. SERJ will build community, repair harm, prevent suspension, empower youth leaders and infuse restorative values into school culture.

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

OUSD will continue to hone and develop this innovative student-driven, culturally-responsive high school RJ model at Oakland Tech and Fremont and expand its reach by applying it at Oakland High. SERJ will engage approximately 15 youth at each site as Peer RJ Leaders who will be empowered as agents of change, building a safe and supportive school environment. Peer RJ Leaders learn the principles of RJ and the skills required to hold circles in a manner which respects the indigenous roots of restorative practices, gives voice to students, and recognizes the primacy of interpersonal relationship in preventing disengagement and promoting community cohesion. They learn these concepts and competencies in credit-bearing classes during the school day. In doing this work, Peer RJ Leaders become a force for transformation in their school communities.

Once trained, these Peer RJ Leaders promote the infusion of restorative principles throughout the school, engaging in a variety of youth-led school-based activities. The most consistent of these is holding circles with 9th graders in order to foster relationships with peers and increase school connectedness and belonging. Each year Peer RJ Leaders will facilitate increased empathy and rapport among the freshman class via student-led community building (Tier 1) circles.

The SERJ model aligns with research-based methods for promoting positive school culture and climate and improved matriculation and graduation rates. Studies show that RJ can help improve school attendance (Baker, 2009). Moreover, when students feel connected and valued by their peers and adults they are more likely to attend school and graduate (Amarillas & O'Malley, 2012; Center for Promise, 2015; Roller, 2017). RJ practices that address harm (i.e., Tier 2 & 3 Circles) focus on healing and repairing harm, thus preventing the use of exclusionary discipline (i.e., suspension) - this is essential as school suspension disproportionately affects youth of color and students with disabilities (Romney, 2018; Ryberg, et al., 2021) and is closely associated with dropout (Noltmeyer & Ward, 2015).

SERJ uses a 3-tiered approach, co-led by students and adults to promote student ownership, a school-wide culture of respect, and an environment that promotes social-emotional and academic success. The intended impact is to increase student connection to school and improve connections to peers and caring adults.

Tier 1 Community-Building Circles: SERJ Peer RJ Leaders will push into 9th grade classes to hold 60 Tier 1 classroom circles a year, building community among the three schools' 1174 (unduplicated) 9th graders. Most 9th graders will participate in multiple Tier 1 circles each semester, creating connections with peers and acquiring communication skills. Tier 1 circles are designed to build trust, positive feelings, and a sense of belonging within the classroom community. Peer RJ Leaders, as the circle holders practice leadership skills and connect with their peers during these activities.

Tier 2 "Harm & Healing" Circles: SERJ supports RJ circles and Restorative Conversations to address harm and enable healing when conflict occurs. Rather than focusing on the rules that have been broken, Tier 2 practices enable participants to focus on who has been hurt by the incident and what can be done to repair the harm. All parties work together to develop a resolution, building empathy and creating a sense of

accountability. Approximately 180 Tier 2 practices are projected across the three sites over the grant period, serving a total of approximately 360 students (potentially duplicated). The unduplicated count of students served with Tier 2 supports is projected as at least 35 per year across the sites (not including 9th graders, already counted above).

Tier 3 Welcome/Reentry Circles: When Newcomers and unaccompanied minors arrive at any of the three schools, and when students return to school following a suspension or due to justice system-involvement, SERJ will provide Welcome and Reentry Circles, meant to help students feel embraced by the school community. These Tier 3 practices formally welcome new and returning students, allowing them an opportunity to repair the harm they have caused (if applicable) and to establish relationships with caring adults and peers who will serve as their support system as they enter or transition back into the school community. Tier 3 circles are projected to serve 72 unduplicated youth across the three sites over the grant period. The unduplicated count of youth served with Tier 3 supports is projected 10 students per year across the sites (not including 9th graders, already counted above).

The SERJ program builds leadership and youth-adult partnerships. As the year continues students have opportunities to coach and mentor their peers in training, workshops, and restorative sessions. Throughout the year, youth make key decisions that directly impact the program. They are invited to participate in school culture and climate assessments, create strategies, and evaluate and reflect upon outcomes. SERJ projects serving 15 youth per year at each site as Peer RJ Leaders. Since Peer RJ Leaders may serve in subsequent years, and because 9th graders are already counted as Tier 1 participants, the annual unduplicated count for Peer RJ Leaders is projected to be 24 across the three sites. Additionally, at least one Peer RJ Leader per school will serve in partnership with RJFs on their respective School Culture and Climate Teams. The projected number of unduplicated youth to be served annually is 1243, including all 9th graders across the three sites (1174), plus 15 Peer RJ Leaders at each site ($15 \times 3 = 45$, minus 9th graders already counted as Tier 1 participants = 24), plus approximately 22 students served in Tier 2 & 3 circles at each site ($22 \times 3 = 66$, minus 9th graders = 45).

Describe how the program aligns with the funding strategy selected. in what ways are the services designed to implement the strategy identified?

OUSD is applying for funding under OFCY Goal Area 2, Strategy 6: High School and Post-Secondary Student Success. The transition from 9th to 10th grade is a critical moment, when many students may drop out (Krone, 2014; Wheelock & Jing Miao, 2005), with Latinx and Black students two and three times as likely to drop out, respectively (Wheelock & Jing Miao, 2005). SERJ will serve primarily low-income and non-white students in 9-12th grade exposed to numerous community stressors, including community violence and chronic trauma. The program is youth-led and healing-focused, providing peer leadership and restorative justice support. By providing all 9th graders with consistent community-building (Tier 1) circles, led by their peers, and by building RJ Tier 2 & 3 supports to ensure healing (not exclusion) when harm does occur, we anticipate that students will feel more included in the school community. We anticipate the outcomes and impacts will include Increased student connection to peers, caring adults, and school, and improved high school matriculation and graduation rates.

In order to provide exceptional programming within the Youth Programs Quality Assessment (YPQA) model, SERJ will be staffed by highly skilled, qualified adults who work in partnership with students to plan, facilitate, and facilitate activities. The RJF will collaborate with student leaders to impact and transform school culture and climate, with an emphasis on cultivating support for the 9th grade class. Funding from OFCY will allow SERJ to reach thousands of students with programming that focuses on academic and social emotional outcomes that will positively affect the school and the City of Oakland.

Describe what the successful completion of the program and services look like for the participants. How will you know your program has met its intended goals?

OUSD has worked with OFCY's CitySpan database for several years and is familiar with its systems for tracking unduplicated students and units of service. Two of the three RJFs supported by this grant are veterans of the system and will coach the new RJF in the interface. Additionally, our RJ department has developed our own database where a variety of student RJ supports are tracked, so we also maintain our own detailed account of RJ services and supports delivered at each school site.

In addition to hitting and documenting all of our targets in terms of unduplicated students served and units of service delivered, we expect indicators of program success (i.e., outcomes) to be evident at three levels: Peer RJ Leaders, 9th Grade class, and schoolwide.

Peer RJ Leaders: After having participated in SERJ, we anticipate that Peer RJ Leaders will recognize a number of skills and resiliencies that they have acquired during their year of training, learning, and holding restorative processes. These include an increase in their sense of personal agency, interpersonal communication skills, and ability to collaborate with caring adults. We will gather impact data from Peer RJ Leaders at the conclusion of each academic year, via a customized program questionnaire. We will also hold a group discussion with Peer RJ Leaders to reflect collectively on what made the experience impactful and how the model might be refined for greater impact. At this discussion we will discuss the three levels of impact (e.g., impact on Peer RJ Leaders themselves, impact on 9th grade Tier 1 Circle participants, and impact on schoolwide culture and climate).

9th Grade Class: Among 9th graders at the three participating schools we expect to see a greater sense of belonging and connection to peers and caring adults. We also anticipate seeing a reduction in suspension among 9th graders. Annually, the SERJ team (including Peer RJ Leaders) will review suspension data, alongside California Healthy Kids Survey (CHKS) data points pertaining to 9th graders' sense of school connectedness, and compare them against the previous year's data. This data dive will also examine any disparities on the basis of race/ethnicity, LGBTQ+ identification, disability, immigration status, etc. OUSD's (de-identified) CHKS and suspension data are both accessible through a public data portal which includes manipulable data dashboards. Together we will reflect upon the variety of conditions that may have contributed to any changes and improvements measured from year-to-year. Peer RJ Leaders will use the analyses to devise a set of recommendations and present them to each school's Culture & Climate Team.

Schoolwide: At each of the three participating schools, we anticipate seeing progress toward a school culture that is more inclusive, welcoming, and restorative in nature. Each year we expect to find that more and more school personnel hold values consistent with RJ principles and practices, and become less invested in punitive assumptions and tactics. Annually we will look at staff survey data to detect changes in the beliefs and practices of school personnel across the three sites. We also expect that the increased availability of Tier 2 and 3 processes to resolve conflicts will help the three schools rely less on suspension, resulting in both a decrease in suspensions schoolwide, and a reduction in racial disparity in the use of suspension. As mentioned earlier, analyses of suspension patterns will inform youth-led recommendations presented to each site's Culture & Climate team annually.

Provide information on the program partners. What are their roles and what will they provide?

OUSD has worked with OFCY's CitySpan database for several years and is familiar with its systems for tracking unduplicated students and units of service. Two of the three RJFs supported by this grant are veterans of the system and will coach the new RJF in the interface. Additionally, our RJ department has developed our own database where a variety of student RJ supports are tracked, so we also maintain our own detailed account of RJ services and supports delivered at each school site.

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Provide information on the program partners. What are their roles and what will they provide? (4000 characters)

The primary SERJ partners are the schools themselves. Collaboration will require close coordination with each school's administrative team, 9th grade teaching faculty, Coordination of Services Team, and Culture & Climate Team. SERJ is district-run and does not rely on any formal partnership

BUDGET

Student Engagement in Restorative Justice

SETUP

- Personnel
- Other Direct Costs
- Youth Wages and Stipends
- Subcontractors
- Indirect Costs

Budget Summary

Item	Total Program Cost	OFCY Request	% of Total Program Cost
Personnel	\$426,082.50	\$184,100.00	43.2%
Indirect Costs	\$17,980.68	\$7,769.00	43.2%
Total	\$444,063.18	\$191,869.00	43.2%

Budget Detail

PERSONNEL

- Create a separate line item for EACH individual staff working directly on the program.
- List all direct program staff responsible for the success of the project, even if their salaries or wages are being covered by other matching funds, and not OFCY funds. This will help OFCY better understand the total cost of operating your program.
- Do not include administrative staff not providing direct supervision of line staff or subcontractor.

personnel (1)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Behavioral Health Director	Barbara McClung	135000.00	5.0%	6750.00	0.00

Budget justification and calculations

This position is the Director the department that holds this work

personnel (2)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Coordinator	David Yusem	121000.00	10.0%	12100.00	0.00

Budget justification and calculations

This position Coordinates all RJ work at OUSD

personnel (3)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Program Manager	Denise	106000.00	50.0%	53000.00	53000.00

Budget justification and calculations

This position supervises and coaches the site based RJ Facilitator positions

personnel (4)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Facilitator	Tatiana Chaterji	74000.00	100.0%	74000.00	0.00

Budget justification and calculations

This position will implement the SERJ program at Fremont HS
personnel (5)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Facilitator	Tatiana Fuaau	74000.00	100.0%	74000.00	0.00

Budget justification and calculations

This position will implement the SERJ program at Oakland Tech HS
personnel (6)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
RJ Facilitator	N/A	74000.00	100.0%	74000.00	74000.00

Budget justification and calculations

This position will implement the SERJ program at Oakland HS

Staff Subtotal				\$293,850.00	\$127,000.00
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	Fringe Rate	Total Program Cost	OFCY Request
Fringe Benefits	45.0%	132232.50	57100.00

Budget justification and calculations

OUSD fringe rate is 45%

Staff and Fringe Subtotal			\$426,082.50	\$184,100.00
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Indirect Costs

	Total Program Cost	OFCY Request
Indirect Costs	17980.68	7769.00

Budget justification and calculations

OUSD indirect costs rate is 4.22%

MATCHING FUNDS

Matching Funds in Budget	Matching Funds in Budget as % of OFCY Request
\$252,194.18	131.4%

Matching Funds

matching funds (1)

Source	Amount	Funding Term Start	Funding Term End	Status
LCAP	252194.18	07/01/2022	06/30/2023	Secured
Total	\$252,194.18			

Narrative

What were the total program expenses in the most recently completed calendar or fiscal year?

313950.00

What is changing from the current year to what is proposed for 2022-2023?

For the most recent program year, the SERJ program cost \$313,950. That sum included 2FTE RJ Facilitators, and a portion of the salaries and benefits of the high school RJ Program Manager and District RJ Program Coordinator. Adding a third, large, comprehensive high school (Oakland High) increases annual program costs

from \$313,950 to \$444,063. The additional cost reflects salary and benefits for a third full-time RJ Facilitator (at Oakland High) and a percentage of the costs of the high school RJ Program Manager who will need to supervise and coach an additional RJF, and a portion of the District RJ Program Coordinator who will manage the grant. OUSD is asking OFCY for \$191,869, and commits to providing a 130% match to cover the remaining costs of operating the program at the three sites.

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

OUSD is requesting \$191,869 to support approximately one half of the high school RJ Program Manager salary and one-third of the three RJ Facilitators' salaries. Remaining program costs will be covered by OUSD. This includes dedicated time from both the District RJ Coordinator and Director of Behavioral Health.

This program will take place during the regular school day and sometimes after school throughout the academic year (180 days). Each year, 45 Peer RJ Leaders will each participate in 32 hours of skill-building training and coaching (45 x 32 =1440 Units of Services (UOS)), in addition to an ongoing learning community meeting 36 times over the school year (45 x 36 x 3 sites = 1620 UOS). At each site, one Peer RJ Leader will also serve on the school's Culture & Climate Team for 2 hours a quarter (3 x 2 x 4 =24 UOS). Each year 18 Tier 1 circles will be held with 9th graders at each of the 3 schools, reaching at least 25 students for 1 hour (18 x 3 x 25 x 1 =1350 UOS). Each year at each school about 72 Restorative Conversations will take place, involving 1 student each for a half hour (3 x 72 x .5 =108 UOS), and about 7 Tier 2 circles will take place, involving 2 students each for two hours (3 x 7 x 2 x 2 =84 UOS). Additionally, SERJ will deliver 8 Tier 3 circles per year at each site for 1 hour (8 x 1 x 3 =24 UOS). SERJ is, therefore, projected to deliver a total of 4650 hours of direct services to an unduplicated count of 1243 students per year.

Given the extensive reach of the program and its potential for transformative impact, the request is a reasonable sum. The program will serve every 9th grader at these three schools and 45 Peer RJ student leaders from 9th 10th, 11th and 12th grade that will, in partnership with a caring adult, provide intensive RJ services to the school community. The funding from OFCY will enable OUSD to expand and deepen our Peer RJ Leadership program at three of our six large comprehensive high schools.

Are you collecting fees?

Yes No



CITY OF OAKLAND
HUMAN SERVICES DEPARTMENT
CHILDREN AND YOUTH SERVICES DIVISION



Oakland Fund for Children and Youth

FY2022-2025

REQUEST FOR PROPOSALS

For Direct Services in the Following Strategies:

HEALTHY DEVELOPMENT OF YOUNG CHILDREN

Social-emotional Well-Being in Early Childhood
Family Resource Centers & Parent Engagement

CHILDREN'S SUCCESS IN SCHOOL

Comprehensive School-Based Afterschool at Elementary Schools
Comprehensive School-Based Afterschool at Middle Schools
Middle School Engagement, Wellness, and Transitions

YOUTH DEVELOPMENT AND VIOLENCE PREVENTION

Youth Leadership and Development
Summer Academic and Enrichment Programs
Violence Prevention Programming

TRANSITIONS TO ADULTHOOD

Career Access and Employment for Opportunity Youth
Career Access and Employment for Youth in School
Oakland Summer Youth Employment

RFP RELEASE: JANUARY 10, 2022

PRE-PROPOSAL CONFERENCE: JANUARY 19, 2022

FULL PROPOSAL DUE: FEBRUARY 22, 2022 BY 5:00 P.M.

v.01.07.2022

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I. INTRODUCTION

Overview

The Oakland Fund for Children and Youth (OFCY) is releasing the **2022-2025 Request for Proposals (RFP)** to solicit program proposals from non-profit organizations and public agencies to provide services to children and youth in Oakland, California. The City of Oakland projects approximately \$18 million in grant funding will be available through this RFP **to provide direct services for Oakland children and youth from birth through 21 years of age** and their families and caregivers. Funding will be available to non-profit and government agencies only – no funding will be provided to for-profit entities.

This RFP covers the eleven funding strategies outlined in the **2022-2025 Strategic Investment Plan**, which can be found on OFCY’s website (www.ofcy.org/strategic-planning/strategic-plan/).

Grants awarded through this RFP will be for an initial one-year period starting July 1, 2022 and may be renewed up to two additional one-year periods. The total projected amount of funding to be distributed for fiscal year (FY) 2022-2023 grant awards is \$18 million.

OFCY was established in November 1996 when over three-fourths of Oakland voters expressed a powerful commitment to their children and youth by passing the Kids First! Initiative to address four foundational goals:

- 1) Support the healthy development of young children
- 2) Help children and youth succeed in school and graduate high school
- 3) Prevent and reduce violence, crime & gang involvement among children and youth
- 4) Help youth transition to a productive adulthood

The eleven funding strategies developed in the 2022-2025 Strategic Investment Plan were developed directly to support these four main goals and achieve OFCY’s vision and mission.

OFCY’s Vision Statement

All children and youth in Oakland will be supported by community to thrive – leading safe, healthy, and fulfilling lives.

OFCY’s Mission Statement

OFCY provides community-driven funding to heal trauma, advance equity, and elevate opportunity for Oakland’s children and youth from birth to age 21.

Funding Term and Duration

Grants awarded through this RFP process will be for an initial one-year period, July 1, 2022 to June 30, 2023, which can be renewed up to two additional one-year periods, based on fund balance, satisfactory evaluation, grant monitoring reports, and overall grant performance. Programs funded for summer-specific services through the Summer Academic and Enrichment Programs and the Oakland Summer Youth Employment strategies are intended to have a contract start date of June 1, 2022.

Proposal Submission and Deadline

Proposals are due by 5:00 p.m. Tuesday February 22, 2022. All proposals must be submitted online via Cityspan. Proposals that are mailed, e-mailed, or faxed will not be accepted. Proposals not received by the Proposal Submittal Deadline are late and will not be considered responsive to this RFP. **We strongly encourage you not wait until the last minute to submit your proposal to avoid any unforeseen technical issues.**

Pre-Proposal Meeting (Bidders' Conference)

OFCY will hold a voluntary Pre-Proposal Meeting (Bidders' Conference) on Wednesday, January 19, 2022: 10:00 a.m. to 12:00 p.m. to provide information and guidance. Topics to be discussed at this meeting include proposal requirements, application process, selection process and timeline, and City of Oakland Contract Compliance and registration in "iSupplier".

All potential applicants are encouraged to attend the meeting which will take place virtually via Zoom platform. Applicants must register in advance at https://us06web.zoom.us/webinar/register/WN_k91TedFgRAOFkRdaIgr_A in order to receive the Zoom webinar information. The meeting will be recorded and made available on <https://www.ofcy.org/funding/rfp/>.

Technical Assistance: Applying Online

OFCY will offer two training workshops to help prospective applicants navigate the online Cityspan RFP system and answer questions related to the online application process. Workshops will take place virtually via Zoom platform. Applicants must register in advance for the training workshops.

- Thursday, January 27, 2022: 10:00 a.m. to 11:30 a.m.
Register at https://us06web.zoom.us/webinar/register/WN_59P4cDgwSBC_xaSJAVsS6g
- Thursday, February 3, 2022: 10:00 a.m. to 11:30 a.m.
Register at https://us06web.zoom.us/webinar/register/WN_e1UYuxa7SX-0N4Izep9WqA

Technical Assistance: Questions via Email

Respondents may request clarification or ask questions about this RFP by emailing ofcy@oaklandca.gov. OFCY will receive questions through to Friday February 4, 2022 by 5:00pm. OFCY will only take questions submitted by email through this address: no phone or in-person technical assistance will be provided. All questions will be responded to directly. In addition, the responses will be publicly posted to the OFCY website (www.ofcy.org) to assist other applicants. Postings will occur weekly, with the final posting by the end of the day Friday February 11, 2022.

Proposers are responsible to review the website periodically and incorporate guidance as appropriate. This assistance is intended to help applicants answer questions about eligibility, funding parameters, and required information and documents. The assistance is not intended to provide professional advice on program design, feasibility, or other program development and implementation issues.

RFP Timeline

These dates are tentative and subject to change:

Step	Date
Request for Proposals (RFP) Released	January 10, 2022
Technical Assistance by E-mail Available	January 10 – February 4, 2022
Pre-Proposal Meetings (Bidders' Conferences)	January 19, 2022, 10:00 a.m. - 12:00 p.m.
Technical Assistance Workshops: Applying Online	January 27, 2022, 10:00 a.m. - 11:30 a.m. February 3, 2022, 10:00 a.m. - 11:30 a.m.
E-Mail Technical Assistance Ends	February 4, 2022, 5:00 p.m.
Application Deadline: Proposals Due	Tuesday, February 22, 2022 by 5:00 p.m.
Proposal Review	February – March 2022
POC Recommendations for Funding Made	April 2022
Programs Recommended for Funding Emailed	April 2022
City Council Approval	May/June 2022
Contracting and Negotiations Begins	June 2022
Program Year/ Contract Begins	July 1, 2022 (June 1 for Summer Programs)

City of Oakland Programs and Policies

The Contractor shall be required to comply with all applicable City programs and policies outlined in **Appendix C**. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦ Equal Benefits for Registered Domestic Partners ♦ Campaign Contribution ♦ Post-project Contractor Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ 50% L/SLBE ♦ Dispute Disclosure ♦ Living Wage ♦ Minimum Wage ♦ Professional Services Local Hire ♦ Border Wall Prohibition ♦ Sanctuary City Contracting and Investment Ordinance

The City encourages all eligible organizations to submit proposals adhering to the RFP requirements, directions and guidance. All proposals will be reviewed in a fair and competitive process.

iSupplier

The City of Oakland requires that all contractors who wish to participate in the RFP process register in iSupplier in order to receive addenda, updates, announcements and notifications of contracting opportunities. We recommend updating your firm's primary email address regularly and periodically confirming that the "Products and Services" section fully represents the scope of products and services provided. If you have any questions, please email isupplier@oaklandca.gov.

1. iSupplier Registration/Login:

<https://www.oaklandca.gov/services/register-with-isupplier> New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier.

2. iSupplier Plan Holders List:

<https://www.oaklandca.gov/services/active-closed-opportunities>

Contact Information

The following City staff are available to answer questions.

1. Project Manager: Scott Kim at sskim@oaklandca.gov
2. Contract Administration: Paula Peav at ppeav@oaklandca.gov
3. Contract Compliance Officer: Vivian Inman at vinman@oaklandca.gov

II. FUNDING, ELIGIBILITY AND SUBMISSION REQUIREMENTS

Funding Available

The Oakland City Charter established the Oakland Fund for Children and Youth and calls for three percent of the City of Oakland’s General Purpose Fund to be set aside for OFCY, with 90% of the revenue going to direct services for children and youth through a competitive bid process, and 10% for administration of the fund. The following chart provides a summary of projected allocations for all strategy areas, based on an estimated \$18 million in total available grant funding for FY 2022-2023. **Final funding allocations may vary from these projections based on the proposals received in response to this RFP.**

	estimated % of total funds	Projected Range (low)	Projected Range (high)
Goal Area 1: Healthy Development of Young Children	16%	\$2,880,000	
1) Social Emotional Well-being in Early Childhood	3%	\$500,000	\$600,000
2) Family Resource Centers and Parent Engagement	13%	\$2,280,000	\$2,380,000
Goal Area 2: Children’s Success in School	37%	\$6,600,000	
3) Comprehensive School-Based Afterschool at Elementary Schools	18%	\$3,200,000	\$3,300,000
4) Comprehensive School-Based Afterschool at Middle Schools	10%	\$1,700,000	\$1,800,000
5) Middle School Engagement, Wellness, and Transitions	3.5%	\$610,000	\$710,000
6) High School and Post-Secondary Student Success	5.5%	\$950,000	\$1,050,000
Goal Area 3: Youth Development and Violence Prevention	31%	\$5,000,000	
7) Youth Leadership and Development	22%	\$3,950,000	\$4,050,000
8) Summer Academic and Enrichment Programs	4.5%	\$780,000	\$880,000
9) Violence Prevention Programming	4.5%	\$700,000	\$800,000
Goal Area 4: Transition to Adulthood	16%	\$5,000,000	
10) Career Access and Employment for Opportunity Youth	9%	\$1,600,000	\$1,700,000
11) Career Access and Employment for Youth in School	5%	\$830,000	\$930,000
11a) Career Access & Employment for Youth in School: Summer Jobs	2%	\$300,000	\$400,000

Total estimated annual funding: **\$18,000,000**

Eligibility

An applicant must be either a non-profit agency be tax-exempt under section 501(c)(3) of the Internal Revenue Code or a public agency. **For-profit agencies are not eligible for funding.**

Non-profit agencies that do not have 501(c)(3) status may apply using a **fiscal sponsor**. In this case, the fiscal sponsor is the applicant and, if a grant is awarded, would be the organization that contracts with the City of Oakland and is legally liable for all aspects of the contract including program implementation, fiscal management, and communication with the City regarding subcontractor or fiscal partner activities. **Government agencies, including City of Oakland departments and Oakland Unified School District programs, must apply on their own behalf and may not use a fiscal sponsor.**

Use of Funds

- 1) The proposed program must provide **direct services** to children and youth from birth through 21 years of age who live in Oakland. Programs in the Healthy Development of Young Children goal areas must provide direct services to parents or caregivers of children residing in Oakland. OFCY does not provide general operating support, and does not fund capacity building, training, professional development, curriculum development or dissemination, or other similar services that provide indirect support for children and youth.
- 2) Funds may **NOT** be used for:
 - Any service that merely benefits children and youth incidentally.
 - Acquisition of any capital item not for primary and direct use by children and youth.
 - Acquisition, other than by lease for a term of 12 months or less, of any real property.
 - Maintenance, utilities, or similar operating costs of a facility not used primarily and directly by children and youth (e.g., costs associated with an off-site office or location).
 - Any service for which state or federal law mandates a fixed or minimum level of expenditure, to the extent of the fixed or minimum level of expenditures.
 - Housing costs
 - Child care slots
 - Religious worship, instruction, or proselytization (recruiting someone to join one's religion or faith).
- 3) OFCY does **NOT** spend limited resources supplanting services that should be provided by school or other public funds.

Type of Applicants

OFCY accepts three type of applicants: **Single Agency, Collaborative, and Small & Emerging.**

Single Agency Applicant

A Single Agency Applicant is one agency applying for OFCY funding and will be the agency that contracts with the City of Oakland. The Single Agency applicant shall receive the majority of funds requested through the application and provide the majority of direct services. The Single Agency Application may use subcontractors for a portion of the proposed work and must have the fiscal and management capacity to support subcontractors by issuing payments in a timely and professional manner. Applicants in this category have an annual organizational budget over \$500,000. Eligible organizations must have completed at least one year of programming related to services described in the funding strategy for which they are seeking support by the time they apply to OFCY.

Collaborative Applicants

A Collaborative Applicant must consist of three or more agencies, each contributing substantial participation toward a mutual goal and receiving OFCY funds. Substantial participation includes providing direct services, planning and coordinating services, and having equal partnership in decision making around program design and implementation. No one agency should receive more than sixty percent (60%) of the funding.

The lead agency of a collaborative will be the agency that contracts with the City of Oakland. Collaboratives must choose a lead agency that has the fiscal and management capacity to support the other partners or subcontractors by issuing payments in a timely and professional manner. OFCY will not consider lead agencies that act simply as a fiscal pass through – the lead agency must provide direct services as part of the collaboration.

Small and Emerging Applicants

The Small and Emerging designation focuses on both smaller organizations and on new emerging agencies. Agencies are designated as Small and Emerging if the annual organizational budget is under \$500,000. Agencies must have completed at least one year of programming related to services described in the funding strategy for which they are seeking support by the time they apply to OFCY.

If the organization does not have a 501(c)(3) status, it must apply using a fiscal sponsor. Small and Emerging organizations that do have 501(c)(3) status may still choose to use a fiscal sponsor. If the organization is a current OFCY grantee in good standing and has a budget under \$500,000, **it may choose to apply as a single agency applicant.** However, the applicant must follow all the requirements of Single Agency applicants as detailed in this RFP, including the required need to submit audited financial statements.

Number of Applications

Applicants may submit more than one proposal to OFCY for distinct and substantially different programs operated by the agency. Applicants must submit only one proposal per program – do not submit multiple proposals for the same program under different funding strategies.

Applicants may not receive funds as Single Agency and as part of a Collaborative for the same program and set of services. Distinct and substantially different programming is defined as having a different program design, staffing, program location, or target population receiving services.

Example:

Agency ABC operates multiple programs for children and youth in Oakland. *Agency ABC* submits one proposal for a Family Resource Center in East Oakland to serve children 0-8 years of age and their parents, and a second proposal to support teens ages 14-21 with workforce training and job experience. *Agency ABC* has two distinct and substantially different programs and can submit two applications.

Agency XYZ provides afterschool tutoring and mentoring in Oakland to children ages 10-14 on Wednesdays and Saturdays at their community site. *Agency XYZ* submits one proposal to OFCY for afterschool academic services on Wednesdays, and a second proposal for youth leadership services on Saturday. Both programs propose to serve the same group of youth, within a shared program model, and would not be considered distinct and substantially different.

Funding Parameters

Single Agency Applicant

- Single agency applicants may apply for between \$25,000 and \$250,000.
- No more than 15% may be allocated to indirect costs, calculated as a percentage of the total grant request.
- Agencies may submit more than one grant request. However, Single Agency Applicants must limit their total and/or combined OFCY request(s) to no more than 35% of their current year overall organizational budget excluding current OFCY funding.

Example: An organization with an annual budget of \$500,000 could request one or more grants for a maximum OFCY funding of \$175,000.

Collaborative Applicant

- Collaboratives may apply for between \$100,000 and \$500,000.
- No more than 15% may be allocated to indirect costs, calculated as a percentage of the total grant request.
- Agencies may submit more than one grant request. However, Collaboratives must limit their total and/or combined OFCY request(s) to no more than 35% of the lead agency's current year overall organizational budgets excluding current OFCY funding.

Small and Emerging Applicants

- A Small and Emerging applicant request size must be between \$25,000 and \$125,000.
- No more than 20% may be allocated to indirect costs, calculated as a percentage of the total grant request.
- Agencies may submit more than one grant request. However, Small and Emerging Applicants must limit their total and/or combined OFCY requests to no more than 50% of their overall organizational budget.

Example: An organization with an annual budget of \$150,000 could request one or more grants for a maximum OFCY funding of \$75,000.

Matching Fund Requirement

Matching Funds refers to all program funding above the OFCY award that are necessary to provide the services at the proposed levels. Proposals must demonstrate, and if awarded will be held accountable for, raising and documenting funding that equals at least 25% of the OFCY grant award as a program match. For Single Agency and Collaborative Applicants, this minimum 25% match of OFCY program funding must be a cash match and must support the costs of the proposed program. For Small and Emerging Applicants, the match may include in-kind match, such as volunteer hours, with a reasonable justification for value of in-kind goods and services.

Grantees may not use one OFCY grant as a match for another grant. School site facility or regular school costs, such as “head of school”, may not be used as matching funds.

Example: An organization is seeking \$100,000 from OFCY to run a youth program. If awarded a \$100,000 grant from OFCY, the organization would be held accountable for raising and documenting a minimum of 25% match of the grant award amount, which is \$25,000.

Audited Financial Statements Requirement

Single Agency and Collaborative Applicants are required to provide a copy of their agency’s audited financial statements as part of their application. The audit is required for only the lead agency of a Collaborative. Audited financial statements must be from within the past three years (July 1, 2019 to present). If an Applicant is a public agency, other than the City of Oakland, the applicant must submit proof of the existence of an independent single audit. If applying with a fiscal sponsor, applicant must submit fiscal sponsor’s audited financial statements.

If your agency is in the process of obtaining your audited financial statements, but the audit and financial statements will not be complete before the grant deadline, you will be able to submit proof of a contract with a Certified Public Accountant as part of your application submission. In lieu of the audited financial statements, provide a copy of your contract or engagement letter with a CPA as proof that an audit of your agency will be conducted, and include the expected date of completion as part of proof. All agencies selected for funding must provide audited financial statements to OFCY before entering into contract for services.

Audited Financial Statements Must Include:

- The **cover letter** explains what information must be returned to the CPA office before the audit report (and other letters) can be finalized.
- The **opinion letter**, otherwise known as the **independent auditors report**, states whether the financial statements are presented in accordance with accounting principles accepted in the United States.
- The **management letter**, also known as the **internal control letter**, communicates deficiencies and weaknesses in a company’s organizational structure.

Small & Emerging Applicants are **not required** to submit audited financial statements to apply for funding. Small & Emerging applicants may submit their most recent fiscal year **Profit & Loss** and **Balance Sheet**. If the program is recommended for funding, OFCY will require that the agency complete and submit a certified public accountant Review of Financial Statements for their agency prior to the start of new programming.

SUMMARY TABLE BY APPLICATION TYPE

	Single Agency	Collaboratives	Small and Emerging
Minimum Grant Request	\$25,000	\$100,000	\$25,000
Maximum Grant Request	\$250,000	\$500,000	\$125,000
Maximum Indirect Rate	15%	15%	20%
Total OFCY Request as % of Agency Budget	35%	35%	50%
Minimum Match Requirement	25%	25%	25% - May include in-kind
Audit Requirements at Submission	Audited Financial Statements or Proof of Audit in Progress	Audited Financial Statements or Proof of Audit in Progress for Lead	Profit & Loss and Balance Sheet

III. APPLYING FOR FUNDING: PROPOSAL INSTRUCTIONS

Applying for Funding

The OFCY application process is entirely online through the Cityspan data management system. All proposals must be completed and submitted through the online application system to be considered for funding.

These are the steps to the online application:

- **Step 1: Registration and Login:** create a Cityspan account for your agency.
- **Step 2: Agency Information:** information specific to your agency.
- **Step 3: Program Information:** program name and funding strategy.
- **Step 4: Population and Geography:** demographic estimates and location of services.
- **Step 5: Program Design:** proposed activities and services.
- **Step 6: Staffing Experience and Qualifications:** key staff leading direct services.
- **Step 7: Program Budget:** for costs of services in the first fiscal year.
- **Step 8: Uploads:** LOAs or MOUs for partnerships and required schedules.
- **Step 9: Proposal Signoff:** verify information and final submission of proposal.

Applicants must complete their **Registration, Agency Information** and the **Proposal Information** section identifying their program name and selected funding strategy in order to access remaining sections of the RFP. Most of the other steps can be entered and completed in any order you choose except for the Uploads and Proposal Submission.

You may enter your application over multiple sessions. **Remember to save often** and log out when you have finished a session. Cityspan will log you out automatically after 90 minutes of inactivity. All changes that have not been saved when logging out will be lost.

New to this RFP cycle, applicants will have the ability to unlock any submitted form except for the final Proposal Signoff. Once the Proposal Signoff is submitted, you will not be able to edit any of your work.

Contact the **Cityspan Help Desk** at 1-866-469-6884 for all technical issues and questions regarding the online application system. Cityspan Help Desk will be available Monday – Friday, 8:00 AM to 5:00 PM.

Step 1: Registration and Login

REGISTERING

Register for an OFCY RFP account at <https://ofcyrfp22-25.cityspan.com/registration.asp>. All applicants must create a new RFP account, even if your agency has applied in the past or currently receives funds from OFCY and uses the Cityspan system for grant management.

Applicants will create a unique username and password for their agency. You will only need to create one username and account for your agency, even if your agency is submitting multiple proposals. To create an account for your agency, you must provide the organization's name, identify an agency contact, and provide the organization's tax identification number.

The single user account should be shared between all users at your agency involved in the online application process. If multiple staff at your agency will work on proposals, please enter a password you are comfortable sharing.

LOGGING IN

Log in to the OFCY RFP system at <https://ofcyrfp22-25.cityspan.com>. Provide your username and password to enter the Cityspan application system.

If you have forgotten your account information, call the Cityspan Help Desk for assistance at: 866-469-6884, Monday through Friday, from 8:00 am to 5:00 pm.

Step 2: Agency Information

Begin your application by completing the **Agency Information** section. Organizations may submit one or more program proposals under their agency account and will complete the **Agency Information** section only one time per organization.

To complete the **Agency Information**, provide information on your agency location, annual agency budget, primary agency funding, years in operation, executive leadership, and fiscal sponsorship, if applicable. Applicants will also provide information on their agency's history, accomplishments, and key leadership.

Agencies will be required to upload the following attachments:

- IRS 501c3 Letter of Tax-Exempt Status
- Audited Financial Statements
- Most Current Filed IRS Form 990
- Organizational Budget including Revenues and Expenses for Current Year
- Board of Directors Roster with Affiliations, Roles and Terms

Fiscally sponsored initiatives must also upload the fiscal sponsor agreement with their fiscal sponsor and their fiscal sponsor's annual budget.

Once you have submitted the **Agency Information** section, you can start one or more program proposals by clicking “**Add New Proposal**” button.

Step 3: Proposal Information

Enter the **Program Name** for the program you are applying for funding and select the appropriate strategy under which the proposal is being submitted for funding consideration. You must select a **funding strategy** and submit the Proposal Information to be able to access the remaining sections of the application.

Identify the **main contact person for** your proposal. *Be sure that the contact person is someone in your agency that can be responsive to OFCY during the review and selection process.*

Tip: Once the Proposal Information section is completed, you will have access to all the sections of the RFP. *It is recommended to review all of the online application at this time.*

Step 4: Population and Geography

Estimate the **total number of individuals** for which your program will enroll to provide direct services, including estimated demographic data. Only provide estimates for participants that would be engaged and enrolled in your program.

Enter information on the program’s **service sites**, providing a clear name of the location, address, and location type. Applicants only need to provide service site information for their key locations (not for field trips or other similar activities).

Applicants will be asked to provide narrative responses to learn more about who will be served in the program, the applicant’s experience serving the population, and knowledge of the community and area where programming will take place.

If awarded OFCY funding, programs will be required to enroll all clients into an online Grant Management System. Participants will be required to provide First Name, Last Name, Date of Birth, Gender Identity, Race/Ethnicity, and Zip code. Enrolled clients and their legal guardians are required to a consent giving consent to being entered and their participation tracked in the Grant Management System. *Only project individuals to be served that will be enrolled in services.*

Step 5: Program Design

In the **Program Design** section, you will provide an overview of projected level of services and engagement, what types of services, and when and how services will be delivered. In the Service Intensity section, estimate the number of participants that will receive the number of service hours in each hours range. The total number of participants should equal the number entered as the projected Unduplicated Participants to be served in Populations and Geography.

Service Hours Projections will include projecting the expected start and end dates, days of service, hours of average participation for the clients in your programs, and detailing the calculation used to come to the average hours of participation. If you have distinct program models and/or cohorts that you serve during the fiscal year with varying start and end dates, enrollment, and average hours of service, you may add more than one Service Hours Projections table to reflect your program model.

Additionally, you will provide narrative responses to overall program design including services proposed to be delivered, outcomes to be achieved, and partnerships.

Step 6: Staffing Experience and Qualifications

Applicants will provide information on the key staff that will be delivering direct services and their qualifications. Applicants may upload resumes or job descriptions in this section. Applicants will provide information on how their agency supports staff to develop and acquire the knowledge and skills necessary to be successful.

Step 7: Budget

The program budget is an important component of your proposal that should be clearly linked to support the proposed program, with reasonable and justifiable expenses for staffing and program costs. The budget proposed should be an appropriate and accurate projection of the program expenses for one program year: FY2022-2023 (July 1, 2022 to June 30, 2023). Summer programs should project a four-month budget from June 1, 2022 to September 31, 2022.

This section also allows you to show the cost effectiveness of your program and demonstrate how you will leverage other funds for the programs you are proposing. Applicants will provide a narrative justification for each line item in the program budget and will provide information on how funds requested are reasonable to support the level of services proposed.

Step 8: Uploads

LETTERS OF AGREEMENT (LOA) OR MEMORANDUM OF UNDERSTANDING (MOU)

For programs that are proposing services in partnership with other agencies, as a collaboration, or subcontractor relationship, a LOA or MOU is required for inclusion with your application. All LOAs/MOUs should provide clarity around roles and responsibilities including:

- Description of the nature, history and extent of the partnership including past successes and accomplishments of the partnership.
- Responsibilities of each party detailing administrative and operational duties including staffing, service delivery specifics, facility space, data management, evaluation, etc.
- Any funds being exchanged.
- Signature of director level person or someone who has the organizational authority to enter their respective organizations into an agreement.

A signed LOA/MOU is required for:

1. **Collaborative Partners** – for applicants applying as Collaboratives, a LOA/MOU is required to delineate roles, responsibilities, service delivery, joint decision-making and conflict resolution, funding and disbursement of funds, and other key elements of a successful working partnership.
2. For programs applying in either **Comprehensive Afterschool in Elementary Schools** or **Comprehensive Afterschool in Middle Schools** strategies, provide a LOA/MOU between the applicant and the school site leadership.
3. All **Subcontractors** listed in the budget must upload LOA/MOU.

A signed LOA/MOU is highly recommended, but not required for:

1. All programs applying to provide services based at a school site are highly encouraged to submit a LOA/MOU between the lead applicant and the school site leadership.
2. Any public-private partnerships such as Oakland Unified School District, Alameda County First 5, City of Oakland Parks, Recreation & Youth Development

Please initiate any agreement conversations with other entities as early as possible. These agreements can take a long time to come to mutual understanding and review. A sample Letter of Agreement (LOA) can be accessed at <https://www.ofcy.org/funding/rfp/>.

REQUIRED SCHEDULES

There are four Schedules required of all applicants seeking funding from the City of Oakland. The City of Oakland requires all prospective contractors to fill out schedules to ensure they are in compliance with a variety of ordinances and laws. The following forms will be uploaded in this section. These schedules can be accessed through links provided in **Appendix B: Stand Alone Schedules Required with Proposal** and are:

- **Schedule E:** Project Consultant Team
- **Schedule I:** Sanctuary City Contracting and Investment Ordinance
- **Schedule O:** Campaign Contribution Limits
- **Schedule W:** Border Wall Prohibition Form

You must submit schedules E, I, O, and W **for each proposal submitted to OFCY.**

Step 9: Proposal Signoff

After all other forms are submitted, you can then access the **Proposal Signoff** form for the final confirmation of submission for your proposal and that you have read and are able to comply

with the City of Oakland’s policies and insurance requirement. Once you submit, you will not be able to edit any of your work. Unlike the other forms, you cannot unlock the Proposal Signoff once submitted.

List of Narrative Questions

The proposal has questions requiring a narrative response from applicants on each of the different sections. The following is a list of these questions, with character limits, to help applicants prepare responses.

Tip: OFCY recommends that programs first draft responses to the Narrative section in a word processing document, and then cut & paste completed responses into the Cityspan system. Be sure to review your submissions in Cityspan for accuracy, formatting, and character spacing.

Agency History and Capacity

- Describe your agency's experience providing direct services for children and youth in Oakland, including pertinent history and accomplishments. (2,000 characters limit)
- Describe your agency's senior leadership and management, and the role of the board of directors (2,000 character limit).
- *For Applicants with Fiscal Sponsors only:* Describe the relationship between the proposed program and the fiscal sponsor agency, and the roles of both in the success of the proposed program (2,000 characters limit).

Population and Geography

- Describe the population that will be served in your program. What is your experience working with your target population? (2,000 character limit).
- Describe how you plan to recruit, engage, and retain participants. Describe the average length of time that your population participates in the program. (2,000 character limit)
- Describe the neighborhood or geography where services will be provided or where the majority of your target population resides. What are the stressors in the neighborhood that most affect your population? What are community and neighborhood assets that your program will utilize to support your target population? (2,000 character limit).

Program Design

- Provide a brief, high-level summary of your program. The summary should describe the program in terms of the number served, who will be served, type of services, duration, location, and goal. This Program Summary will be used to describe the proposed program throughout the review process. (600 character limit).
- Describe the program and proposed services. Provide information on the program design, type of services, and how services will be delivered. (6,000 character limit).

- Describe how the program aligns with the funding strategy selected. In what ways are the services designed to implement the strategy identified? (2,000 character limit)
- Describe what the successful completion of the program and services look like for the participants. How will you know your program has met its intended goals? (4,000 Character Limit)
- Provide information on the program partners. What are their roles and what will they provide? (4,000 Character Limit)

Staffing Experience and Qualifications

- Describe the key program staff that are responsible for delivering the direct services. Describe key duties and roles and time devoted to the proposed program. Include information on staff experience, community connections, and cultural competence. (2,000 character limit)
- Describe the key knowledge, skills, and ability possessed by your staff or needed in the roles for your program to be successful, and how will your agency support staff to acquire and develop their knowledge, skills and ability. (2,000 character limit)

Budget

- What were the total program expenses in the most recently completed calendar or fiscal year? What is changing from the current year to what is proposed for 2022-2023? (2,000 Character Limit)
- Explain how funds requested are reasonable to support the proposed numbers of children to be served, hours of service to be provided, and overall program design. (2,000 Character Limit)
- *If programs collect fees:* Describe your fee structure, estimated annual revenue, and estimated percent of students participating for free compared to students paying a fee. (2,000 Character Limit).

Additional Optional Preference Points

While not a requirement, applicants may receive preference points from the City of Oakland, Contract Compliance Division by receiving certification as a Local, Small and Very Small Local Business Enterprise (L/S/VSLBE). Additional Preference Points may also be earned for having an Oakland resident workforce. Refer to **Appendix A, Section A:3** for more information, or refer to the **Program Incentives section (pg 14-16)** of the Local And Small Local Business Enterprise Program (L/SLBE) information provided on the OFCY website at <https://www.ofcy.org/funding/rfp/>.

Applicants seeking additional preference points for having an Oakland resident workforce must submit a completed **Schedule E-2** (“Oakland Workforce Verification Form”) and required supporting documentation by **Monday, February 28 by 5:00pm** (no more than 4 working days after the proposal due date). The completed form and required documentation can be provided to the Contracts Compliance officer via email.

A copy of Schedule E-2 is available at www.oaklandca.gov/documents/schedule-e2-form

If your agency is submitting multiple proposals, you will **only need to submit one copy of the Schedule E-2** and supporting documents in support of your agency.

More information on the Contracts & Compliance Division, including office hours, can be accessed here: www.oaklandca.gov/departments/contracts-compliance.

Note: A lot of firms seeking credit for having an Oakland workforce fail to submit the required DE6/DR9, also known as the EDD Quarterly Tax Statement. Applicants must complete the Schedule E-2, submit proof of residency, and also provide the Quarterly Tax Statement to be eligible to receive additional preference points for local Oakland workforce.

IV. FUNDING RECOMMENDATIONS AND CONTRACT NEGOTIATION

City of Oakland Rights & Reservations

By submitting a proposal, an applicant authorizes OFCY to verify any information the proposal contains. At any time before a contract is issued, OFCY may conduct site visits, interviews, and/or undertake other means to verify applicants' provision of services before making a final determination of grant awards. OFCY has the right to disqualify applicants whose proposals present false, inaccurate, or incorrect information or are incomplete in any fashion.

Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

If an inadequate number of proposals is received or the proposals received are deemed nonresponsive, not qualified, or not cost effective, the City may at its sole discretion reissue the RFP.

Rejection of Proposal Elements

The City reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFP/RFQ without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal. **A proposal may be rejected for any of the following reasons:**

- Proposal received after designated time and date.
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposals not complying with the OFCY funding, eligibility, or submission requirements.
- Proposal considered not fully responsive to this RFP.

Proposal Review Process

- City staff will review all proposal submissions received by deadline to ensure that the required proposal elements have all been provided according to the directions included in this RFP. Proposals that are incomplete or non-compliant will not be considered further for funding.
- Applications that are complete and comply with the RFP requirements will then be reviewed and scored by two RFP reviewers with expertise in early childhood and youth development programming and familiarity with Oakland. Reviewers will score proposals based on responses provided in the application according to the 100-point scale listed on the following page. An additional reader review and score may be required for certain strategies.
- Proposals will be considered within the funding strategy it selected in the application. Proposals will be ranked within the funding strategy by the average of the reviewer scores. Additional optional preference points awarded by the Contracts and Compliance Division will then be added into the proposal score.
- Proposals with a minimum score of 70 or above will be considered for funding by an ad-hoc Review subcommittee of the Planning and Oversight Committee. The Review subcommittee will consider proposals by funding strategy. Funding recommendations will consider proposal score as well as review the proposal's proposed demographics to be served, location of services, and reasonableness and feasibility of budget and activities, along with past performance for currently funded programs. The Review subcommittee will incorporate OFCY's Equity Framework as outlined on pages 26 and 27 of the RFP and as detailed in the 2022-2025 Strategic Investment Plan in funding consideration. The Review subcommittee will make funding recommendations by strategy area to the full Planning and Oversight Committee for approval.
- The Review subcommittee will make funding recommendations by strategy area to the full Planning and Oversight Committee for approval. The POC will consider funding across strategies and incorporate OFCY's Equity Framework in decision-making and will move a recommendation for a full funding packet to the Oakland City Council.
- Applicants not recommended for funding may appeal to an ad-hoc Appeals subcommittee, which will hear the appeal and make a determination to bring back to the POC at their next meeting and prior to the funding packet recommendation is presented to City Council. If the appeal is successful, the full POC would vote to amend the funding packet recommendation for council approval.
- City Council's Life Enrichment Committee will receive the POC's funding recommendations and accept the funding packet or reject. If accepted, the funding recommendations move to full City Council for adoption. Once adopted by City Council, OFCY staff can enter into new contracts with new providers for direct services in 2022-2023.

Reviewer Scoring of Proposals

The City has allocated approximately four weeks for review and scoring for the proposals. The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the proposals:

1) AGENCY HISTORY & CAPACITY..... 15 POINTS

- Past, recently completed, or on-going projects to substantiate experience.
- Demonstration of ability and experience in working with diverse communities and youth.
- Leadership in staff and board of directors reflects the community and demonstrates sound foundation for administration, programming, and fiscal management.

2) POPULATION & GEOGRAPHY..... 20 POINTS

- Understanding and connection to the community and target population.
- Clarity regarding neighborhood assets and challenges and how they impact the proposed services.
- Clear and realistic plan for engaging and retaining participants in programming.

3) PROGRAM DESIGN 30 POINTS

- A clear and specific description of the proposed services, including frequency of programming, average number of clients to be served daily and over the course of the year, location of services, and extent of proposed services to be delivered.
- Program design describes expected outcomes for participants and impact of programming and how program defines success.
- Partnerships support the program design and provide detail on roles and assets of partnerships in delivering services.

4) STAFFING EXPERIENCE & QUALIFICATIONS..... 15 POINTS

- Staffing is sufficient for the level of services proposed, and staff are qualified and reflective of the communities to be served.
- Staff have the knowledge skills and abilities to be successful and receive support from their agency to grow and develop the necessary skills.

5) REQUIRED RESOURCES AND BUDGET REQUEST 20 POINTS

- The program budget is clear and reasonable in costs to support the proposed level of services.
- Project budget provides detail on adequate justification of proposed costs.

NOTE: Additional Preference Points may be awarded by the City of Oakland – Contracts and Compliance Division. These points will be awarded above the 100-points scale.

Appeals Process

Any applicant that is not recommended for funding under this Request for Proposals (RFP) may challenge the funding recommendations by filing an appeal with the Human Services Department within seven (7) days after the date of the City’s written notice of its funding decision. The appeal **must** be based on one or more of the following three grounds:

1. **Unfair Process** – appellant or appellant’s proposal was subjected to unequal treatment in the application process (e.g. appellant was provided less time than other applicants to submit an application)
2. **Material Mistake of Fact** – a material misunderstanding or mistake of fact in the evaluation of appellant’s application (e.g. the appellant’s proposal was evaluated under the wrong funding strategy), or
3. **Conflict of Interest** – the decision-making ability of one or more of the persons responsible for making funding recommendations for this RFP is compromised by a conflicting personal interest (e.g. a person responsible for making funding recommendations under the RFP has a personal financial stake in the funding award).

An appeal based on any ground other than one or more of the above-enumerated grounds **will not be considered** under any circumstances. ***Disagreement with the funding recommendations is not grounds for appeal.***

Appeals must be submitted in writing and must include the following: 1) the ground(s) for appeal; 2) a statement of facts in support of each ground for appeal; and 3) any evidence in support of each ground for appeal. **All appeals must be submitted within seven (7) days after the date of the City’s written notice of its funding decision; untimely appeals will not be considered.**

Appeals must be submitted by email to the following address:

Address: ofcy@oaklandca.gov

Title: RFP Appeal: [NAME OF AGENCY – PROGRAM NAME]

An ad-hoc subcommittee of the Planning and Oversight Committee will form to hear appeals and make determinations, which they will bring back to the POC at their subsequent meeting for action. Appellants will receive written notice of the outcome of their appeal. In the event of a successful appeals, the POC will submit the successful appeal(s) as funding recommendations to the Oakland City Council, which has the authority to accept or reject the entire package.

Contract Negotiations

An applicant recommended for funding should expect that OFCY staff will have recommendations for modifying Scopes of Work and Budgets. During contract negotiation, scopes of work and budgets will be reviewed in detail and negotiated as necessary to ensure that they meet the goals, objectives and policies of OFCY and the POC. Revisions to scopes of work include completing detailed activity projections and updating projected client demographics.

Should the City and the applicant not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the next most qualified applicant within the funding strategy, as identified and selected by the Planning and Oversight Committee, and proceed down the list of qualified applicants as necessary until an agreement is reached or the list is exhausted.

All grantees must use the Cityspan online reporting system to report scope of work activities, demographics, budget, program activities, enrollment, attendance, and invoices. Grantees are also required to submit quarterly progress reports in a timely manner.

All grantees must participate fully in the OFCY independent evaluation process so that meaningful data may be gathered to report to all parties interested in OFCY. Participation includes attending trainings and workshops, collection of participant survey data, gathering adequate data on effort and results at the evaluator's request, and hosting site visits. Organizations are also required to attend OFCY grantee convenings and other OFCY informational, technical assistance, training and service coordination meetings.

At any time during or before a grant agreement is issued, City of Oakland staff may conduct site visits, interviews, and/or undertake other means to verify Applicants' provision of services.

Contract Award

- 1) The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
- 2) The City will withhold the final 10% of contract amount pending successful completion of work.
- 3) Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
- 4) A sample City standard professional services agreement is provided on the OFCY website as a reference and is available at www.ofcy.org/funding/rfp/.
- 5) The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney's Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
- 6) Upon award the City will issue a Notice to proceed.
- 7) The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

CONTRACT AND COMPLIANCE

1. Grantees must provide the services projected in the proposal and Scope of Work, subject to contract negotiations. Failure to provide these services may result in reduced payments or suspension of payment.
2. Grantees must provide evidence of in-kind and cash matches at the end of the third quarter, e.g. through letters, copies of checks, grants, or records of volunteer or donated services.
3. After a contract is awarded, OFCY and the City reserve the right to amend it as needed throughout the term of the contract to best meet the needs of all parties.
4. The City Auditor and the City department administering this Contract shall have the right to audit this Contract and all books, documents and records relating thereto.

V. FUNDING STRATEGIES FOR FY2022-2025

OFCY Equity Framework for Strategic Investments

Specific communities in Oakland continue to face disproportionate and compounding burdens. Black/African American and Latinx youth are the most likely to live in poverty and reside in low-income neighborhoods, which in turn have less access to early childhood development opportunities, greater environmental stressors (such as increased pollution and unsafe street crossings), fewer parks and safe places to play, fewer affordable grocery stores with healthy food, limited resources available to local schools, more exposure to violence and interaction with police, and fewer living-wage job opportunities.

Insufficient income has a negative impact on the social determinants of health, academic achievement, personal development, and well-being of children and youth in Oakland, disproportionately affecting youth of color in the flats of East, Central, and West Oakland. These communities have the highest poverty rates overall and as a proportion of African American (23.8%), Native American (21.8%), and Latinx (20.6%) children and youth.

Black/African American youth in particular are facing challenges on all sides, and are disproportionately represented among foster children, children with disabilities, children and youth who are sexually exploited, who are housing insecure, chronically absent from school, facing suspension from school, and likely to be disconnected from both school and work as they transition to adulthood.

There are additional communities that also face ongoing challenges that require targeted approaches. Available disaggregated data and community engagement findings reveal important nuances in the needs of different communities. For example, while students identifying as Asian have the lowest rates of chronic absenteeism as a whole, Pacific Islander students – whose data are often folded into the larger category of Asian – have the highest rates of chronic absenteeism in OUSD. At the same time, the population of Native American children and youth is relatively small and cannot be reported to preserve student confidentiality.

OFCY's investments are designed to address the racial, linguistic, and socioeconomic disparities in Oakland. While the overall, desired vision is that all children and youth will thrive, as a public investment, OFCY prioritizes services and programs for those with the most need and least access. OFCY works toward an equitable city by funding strategies designed to support more equitable outcomes.

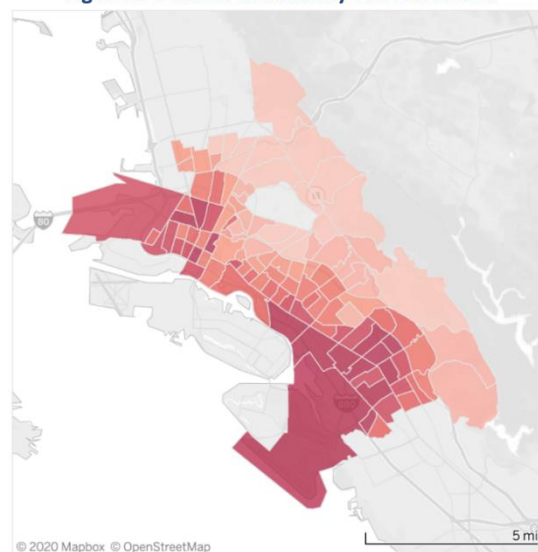
Equity Guidance

- 1) OFCY's will focus funding to address the needs of Black and Latinx youth and families who bear the most disproportionate burdens and face the most compounding stressors.
- 2) Funding will serve low-income children and youth, ensuring that investments reach specific communities of color, including Pacific Islanders, and Native Americans, OFCY will support culturally-responsive approaches to services.
- 3) OFCY will target funding by place. Given the dramatic disparities that exist between different neighborhoods, a place-based approach is crucial to ensure that resources are reaching the target populations. Investments should be directed into the neighborhoods and schools where these youth live and attend. The Human Services Department (HSD) stressor map is used to identify gaps and needs in a graphic manner which helps communities prioritize funding for direct services to communities in East, Central, and West Oakland.

- 4) OFCY recognizes the need to channel funds to youth facing multiple barriers that often intersect and heighten risk and drive inequitable outcomes. Funding approaches should support the specific needs and experiences of youth – especially those facing the most egregious challenges. These include:

- Transition Age Youth disconnected from both school and work.
- Foster Youth
- Children and Youth Experiencing Homelessness
- Newcomer and Immigrant Children, Youth, and Their Families.
- LGBTQ+ Children and Youth.
- Children and Youth with Disabilities.
- Commercially-Sexually Exploited Children and Youth (CSEC).

Figure 1: Oakland Community Stressors Index



Color Legend: Rankings (1=Most Stressed)

1-15 16-31 32-47 48-63 64-79 80-95 96-111



An interactive map for the Oakland Community Stressors Index is available here:
<https://www.oaklandca.gov/resources/oakland-community-stressors-index>

Goal Area 1: Healthy Development of Young Children

OFCY is funding direct services for the healthy development of young children through two strategies: **Socio-Emotional Well-Being in Early Childhood** and **Family Resource Centers and Parent Engagement**.

These strategies support greater engagement with families to support the healthy social and emotional development and learning of young children and support children and their families who are underserved by current resources. Funding strategies support collaboration among community based organizations and collective efforts tied to kindergarten readiness and literacy.

Strategy 1) Social Emotional Well-being in Early Childhood

OFCY supports programs focused on the social emotional well-being in early childhood by investing in a range of program models that strengthen the capacity of parents and caregivers to support the healthy development of young children. Programs will provide direct supports for children and families who are stressed by traumatic events and who are in need of mental health services and referrals. Support for family well-being initiatives, wellness and early childhood mental health consultation can support parents and caregivers in childcare and early learning settings with greater reach to families in need. Programs support social and emotional wellness and skill building among parents and teachers to support the social emotional and mental health of infants, toddlers and young children. This approach responds to risk factors in specific neighborhoods (place), socioeconomic status, social determinants of health, exposure to adverse childhood experiences, and structural racism which can result in learning, health, and mental health disparities.

Projected Allocation

- \$500,000 - \$600,000 annually.

Priority Population & Geography

- Families in East and West Oakland with young children from birth to 5 in need of mental health support. Support for mental health and consultations services provided in pre-Kindergarten classrooms serving low-income families. Services can be provided at community-based locations and directly at families' homes.

Supported Programming

- Mental Health Developmental Consultations
- Play and Learn Therapy Groups
- Parenting Workshops
- Family and Group Therapy
- Screening/Referral to Services
- Parents as First Teachers

Intended Outcomes and Impact

- Improved access to culturally-sensitive, trauma-informed mental health services for children, parents/caregivers, and families.
- Improved understanding of early childhood development and child needs by parents and educators.
- Improved confidence for early childhood educators to address mental health and stress experienced by children and families.
- Increased parent confidence, leadership, and self-advocacy.

Contributing Towards Citywide Goals

- Children are ready for Kindergarten
- Supporting children’s healthy socio-emotional development

Strategy 2) Family Resource Centers and Parent Engagement

Parent engagement is a longstanding strategy to support programs that build knowledge and skills about early childhood development, increase parent involvement as first teachers, and support early learning such as playgroups and workshops engaging parents. Programming takes place in community settings, such as recreation centers and hubs for early childhood services.

Parent/Family engagement programs involve opportunities for parents to connect with other families for social networking, learning, service, civic engagement and leadership. They are often innovative, targeting specific populations including fathers, teen parents, refugee and immigrant populations to meet their unique needs. They are uniquely suited to support the citywide vision for quality literacy to ensure strong readers by third grade and align with family driven and family centered approaches, including the hiring of parent liaisons and diverse multi-lingual family literacy tutors.

Comprehensive Family Resource Centers (FRCs) operate as hubs for services for high need families of young children in priority neighborhoods by providing safe spaces through trusted community-based organizations and culturally and linguistically relevant services and approaches to address the unique needs of the families they serve. FRCs are collaborative by design as hubs for a constellation of family support services, family navigation, promoting partnerships, mutual aid, and distributions to support the basic needs of low-income families. FRCs provide key connections for neighborhood families to participate in early childhood programming, support groups and to access educational resources such as ESL classes. FRCs also offer opportunities for parents as decision- makers, parent leadership and civic engagement, peer-based services, assistance and networking, income and community empowerment. Opportunities for gathering and social connection are important, particularly for parents and caregivers of children with special needs, hard-to-reach young parents, newcomers/immigrant families and others who may be isolated from resources.

Projected Allocation

- \$2,280,000 – \$2,380,000 annually.

Priority Population & Geography

- Children and families with very young children and/or children – especially those who are not enrolled in formal early childhood or preschool programs.
- New immigrant and non-English speaking populations and support for low-income and Black/African American and Latinx families of communities of East, Central, and West Oakland.

Supported Programming

- Peer Support and Social Connection
- Infant/Toddler Play and Learn Groups
- Parent Leadership/Civic Engagement
- Family Navigation/Referrals to Support
- Computer Access
- Educational Resources/Workshops
- Basic Needs Distribution
- Economic Supports/Legal Rights
- Parent and Family Activities
- Linguistically and Culturally Relevant Family Support

Intended Outcomes and Impact

- Increased parent confidence, leadership, and self-advocacy
- Improved grounding of literacy in early childhood
- More families are connected to resources (e.g., basic needs and mental health services)
- Increased parent confidence, leadership, and self-advocacy
- More children and parents/caregivers participate in developmentally supportive activities

Contributing Towards Citywide Goals

- Children are ready for Kindergarten
- Children read at grade level
- Supporting children’s healthy socio-emotional development

Goal Area 2: Children’s Success in School

This funding area provides a continuum of supports for school-aged youth from elementary through high school and brings together school communities and community-based organizations to support learning and the whole-child success among students. Funding for comprehensive afterschool in both elementary schools and middle schools, and funding to support student wellness at priority middle school and high school locations advances citywide goals for literacy, high school graduation and access to post-secondary education and employment.

Strategy 3) Comprehensive Afterschool in Elementary School

The afterschool program partnerships are designed to coordinate comprehensive academic and enrichment activities at Oakland school sites for low-income students in elementary (grades K-5). This strategy supports low-income families by providing safe, high quality, effective afterschool opportunities at no-cost to families. This strategy supports afterschool programs at schools where the majority of students (50% or above) qualify for Free or Reduced Price Meals (FRPM). This strategy emphasizes partnerships between lead community-based organizations, funded under this strategy, the Oakland Unified School District (OUSD) Expanded Learning Office, school site leadership, and OFCY in order to support student wellness and success. Students participating in afterschool programs have opportunities to receive extra academic support and interact with caring adults and peers in a stimulating environment after the school day has finished. Programs can also increase students’ sense of agency, belonging, and wellness.

OFCY grants to non-profit agencies provides a direct match for state After School Education and Safety (ASES) funding, leveraging substantial investment into Oakland’s public schools. This funding support allows programs to be offered free of charge to students and allows providers to bring in other subcontractors to deliver a wide array of programming. Afterschool programs are more than academic support, they also effective in supporting students who are struggling with social emotional challenges, academic issues, and difficult peer relationships.

Successful afterschool programs work effectively with school site leadership and teachers to coordinate efforts and support individual students and work closely with parents and caregivers to build strong engagement.

Projected Allocation

- \$3,200,000 – \$3,300,000 annually.
- OFCY will provide grant awards of \$85,000 for elementary school sites that receive ASES funding.

Priority Population & Geography

- OUSD public schools where 50% or more of students qualify for FRPM and receiving state ASES funding.

- Programs to prioritize service for students qualifying for FRPM as well as students in need of additional support, including homeless students and students with disabilities.
- Programs will use OFCY funds and ASES to provide free afterschool to students and meet contracted Average Daily Attendance (ADA) as established by ASES funds. The scope of services may be negotiated by OFCY and the selected lead agency.

Supported Programming

- Academic support
- Enrichment programming (arts, recreation, skill development).
- Activities that build foundational social emotional skills.

Intended Outcomes and Impact

- Improved academic achievement
- Increased student motivation to learn
- Increased student connection to school
- Improved connections to peers and caring adults
- Increased opportunities for enrichment.
- Positive youth engagement in afterschool

Contributing Towards Citywide Goals

- Children read at grade level
- Improved school attendance
- Children are safe between 3pm and 6pm.

Strategy 4) Comprehensive Afterschool in Middle School

Programs reaching students in grades 6-8 are partnerships designed to coordinate comprehensive academic and enrichment activities at Oakland school sites for middle school where the majority of students (50% or above) qualify for Free or Reduced Price Meals (FRPM). The strategy supports low-income families by providing safe, high quality, effective afterschool opportunities at no-cost to families. OFCY funds provide a local match to leverage significant state ASES funding, bringing millions of dollars into Oakland schools to support students. OFCY partners closely with OUSD to support high quality afterschool programs in Oakland public schools, jointly supporting the lead agency in their work delivering afterschool programming.

OFCY supports lead agencies that work in partnership with the school site and other providers on a thoughtful design of programs to meet the unique needs and experiences of middle school students. Recruitment and retention of middle schoolers may depend on the strength, innovation and creativity offered in specific programs, as well as enhanced connection to caring adults to support the need for trauma informed approaches to learning and social and emotional health, and the opportunities to support engagement, youth development and leadership potential of the age group. Programs operating at schools that serve middle school children that are not traditional middle schools, such as K-8 schools or other variations, may apply for funding support in this strategy.

Projected Allocation

- \$1,700,000 – \$1,800,000 annually.
- OFCY will provide grant awards of \$100,000 for school sites serving students in grades 6-8 that receive ASES funding.

Priority Population & Geography

- OUSD public schools where 50% or more of students qualify for FRPM and receiving state ASES funding.
- Programs to prioritize service for students qualifying for FRPM as well as students in need of additional support, including homeless students and students with disabilities.
- Programs will use OFCY funds and ASES to provide free afterschool to students and meet contracted Average Daily Attendance (ADA) as established by ASES funds. The scope of services may be negotiated by OFCY and the selected lead agency.

Supported Programming

- Academic support.
- Activities that build foundational social emotional skills.
- Programming focusing on youth development and joyful enrichment, such as visual and performing arts, hands-on science, recreation, and culturally affirming activities.
- Mentoring.

Intended Outcomes and Impact

- Improved academic achievement.
- Increased student motivation to learn.
- Increased student connection to school.
- Improved connections to peers and caring adults.
- Increased opportunities for enrichment.
- Positive youth engagement in afterschool.
- Students are prepared for successful transition to high school.

Contributing Towards Citywide Goals

- Children read at grade level.
- Improved school attendance.
- Children and youth are safe between 3pm and 6pm.

Strategy 5) Middle School Engagement, Wellness, And Transitions

OFCY is focusing additional resources toward middle schoolers by funding culturally competent and focused programming, efforts to address trauma, stress, and mental health crises among students, through youth led opportunities to support student well-being and to meet the unique needs of specific populations. Enhanced investment in middle school engagement will provide low-income non-white students that live in high stress neighborhoods and/or attend high stress schools with additional opportunities for peer leadership, mentoring, community

building, community service, and holistic wellness supports. Programs funded under this strategy support middle school students to learn healthy problem-solving strategies and social-emotional assets that can be sustained and used throughout their lives. Targeted programs during or after school can provide opportunities for counseling, mentoring, wraparound services, and other approaches to promote youths' agency, self-esteem, growth mindset, and address mental health needs. OFCY looks to support partnerships with Oakland Parks, Recreation and Youth Development and with nonprofit programs to broaden opportunities for middle school youth to participate in outdoor recreation, sports, and nature exploration.

Projected Allocation

- \$610,000 – \$710,000 annually.

Priority Population & Geography

- Programming tied to OUSD public middle schools serving students in grades 6-8 with high rates of student suspension or located in neighborhoods with high levels of community stress. Services may be delivered at school sites, community locations, or through home visits.
- Low-income, non-white middle school students.

Supported Programming

- Culturally-affirming, developmentally appropriate programming.
- Support for wellness and academic success.
- Support for families that promotes the whole-child success of middle school students
- Sports and recreation programs.
- Youth leadership development opportunities, including youth-driven program design and implementation.
- Mentoring, peer-to-peer support, or group-based activities that address grief, substance use, mental health, and restorative justice.

Intended Outcomes and Impact

- Increased student connection to school.
- Improved connections to peers and caring adults.
- Increased opportunities for enrichment.
- Improved motivation to learn
- Students are prepared for successful transition to high school.

Contributing Towards Citywide Goals

- Improved school attendance.
- Reduced youth exposed to violence.
- Reduced school suspension rates.

Strategy 6) High School and Post-Secondary Student Success

This strategy will support programs that work with Oakland youth ages 14 to 21 – enhancing their abilities to successfully complete high school and transition to post-secondary educational opportunities or college. This strategy includes culturally specific equity-focused programs for Oakland’s non-white high school students. In addition, this funding may support Wellness Centers that create supportive spaces where students address trauma and violence, while supporting healing.

Projected Allocation

- \$950,000 – \$1,050,000 annually.

Priority Population & Geography

- Programming linked to OUSD high schools serving students in grades 9-12 with high rates school stress or in neighborhoods with high levels of community stress.
- Programming at post-secondary educational or training institutions.
- Services may be delivered at school sites, community locations, or through home visits.
- Low-income, non-white youth ages 14-21.
- High school students experiencing trauma and exposed to violence.

Supported Programming

- Youth-led, culturally-responsive, trauma-informed, and healing-centered Wellness programs.
- Peer leadership, life coaching, mentoring, community building, and other academic and social supports.
- College and postsecondary preparation.
- Post-secondary persistence support.
- Conflict resolution and restorative justice programming.

Intended Outcomes and Impact

- Increased student connection to school.
- Improved academic achievement
- Improved connections to peers and caring adults.
- Increased opportunities for enrichment.
- Improved college readiness
- Improved motivation to learn

Contributing Towards Citywide Goals

- Improved school attendance.
- Reduced youth exposure to violence.
- Improved high school graduation rates
- Improved post-secondary matriculation and persistence

Goal Area 3: Youth Development and Violence Prevention

Positive Youth Development continues as one of OFCY’s most innovative and powerful investment areas. Funding prioritizes low-income non-white youth and provides support for specific populations of youth who face adverse circumstances, including but not limited to commercially-sexually exploited children (CSEC), LGBTQ youth, youth with learning disabilities and youth facing housing insecurity. Funding promotes a strengths-based foundation and ecosystem for youth development and engagement and opportunities for youth leadership and decision-making, and responds to the community voices stating the need for safe, nurturing, inspiring, and empowering programming for children and youth. The goal area supports youth programming at community-based locations, schools, parks and recreation centers, and homes to serve children and youth where services are best suited. Programs run year-round, in summer, and will directly address youth violence and trauma. OFCY can fill gaps in Oakland’s support infrastructure by supporting community driven, creative and culturally rich programs, and ensuring room for small, nimble, culturally effective entities, innovative programs and youth-led approaches. In partnership with the City of Oakland’s ReCAST (Resiliency in Communities After Stress and Trauma) project, administered by the Human Services Department with funding by the Substance Abuse and Mental Health Services Administration (SAMHSA), OFCY will expand support to youth-serving providers to center trauma informed practices and support youth mental health and well-being.

Strategy 7) Youth Leadership and Development

The Youth Leadership and Development strategy will provide children and youth with access to asset based, positive youth development programs that recognize, utilize, and enhance youths’ strengths and promote positive outcomes for young people. This strategy will offer youth opportunities for new experiences, foster positive relationships including connections to caring adults and mentors, and support enriching activities and safe spaces in community settings. The strategy includes cultural programming as well as empowerment opportunities for youth to build agency and self-efficacy along with fundamental civic, social and leadership skills. A broad range of programming will be supported, with particular focus on:

- **Arts, Recreation, and Cultural Enrichment** programs that will support youth development such as leadership, physical health, teamwork, and artistic creativity.
- Supporting and expanding Safe **Community Spaces** in community settings, particularly in underserved neighborhoods and for the most vulnerable populations, including but not limited to LGBTQ+ students.
- **Youth Leadership, Organizing and Advocacy, and Civic Engagement programming**

for older youth that supports youth to develop skills, experience, and agency in civic participation, community advocacy, and leadership with emphasis on racial, social, and environmental justice.

The strategy builds equity by focusing on youth who have had adverse experiences and have fewer opportunities to participate in supportive activities. These programs and activities provide critical foundations that support goals for healthy development and violence prevention. Programs under this funding area use a positive youth development framework that promotes learning, leadership, and peer-to-peer social connections. The strategy meets the needs of children, youth and parents that desire more quality programming free of charge so Oakland children and youth can participate in arts, recreation, sports, music, nature and activities that promote positive youth development year-round and in summer months.

Projected Allocation

- \$3,950,000 – \$4,050,000 annually.

Priority Population & Geography

- Low-income children and youth ages 5-21.

Supported Programming

Supported programming will provide youth with enriching activities, skill building, connections to caring adults, and opportunities for direct mentorship. Particular focus may be given to:

- Visual and performing arts
- Sports and physical recreation
- Cultural arts and enrichment
- Youth leadership, organizing, advocacy and civic engagement
- Safe spaces for priority populations
- Peer mentoring
- Positive connection with caring adults
- Youth voice and agency in program decision making

Intended Outcomes and Impact

- Increased caring relationships with peers and adults
- Increased youth leadership skills
- Increased connection to community
- Expanded access to literacy, arts, technology, and other enrichment
- Improved youth physical activity levels, fitness, and overall physical wellness
- Increased youth agency and self-efficacy

Contributing Towards Citywide Goals

- Children and youth retain academic skills and knowledge over summer months
- Fewer youth involved in the juvenile justice system
- Reduction in youth-involved violence
- Fewer expulsions, suspensions, and other disciplinary actions

Strategy 8) Summer Academic and Enrichment Programs

The strategy supports programming specifically in summer months for children and youth to participate in quality academic and enrichment experiences. Programming supported includes community based programs at community locations, as well as programs operating in partnership with the Oakland Unified School District (OUSD) Extended Learning Office for summer school. The strategy supports programming which allows children to participate in high-quality, enriching summer activities that may otherwise not be financially accessible to Oakland families. This strategy supports learning for students in low- and middle-income families by preventing the “summer slump”, whereby youth who are inactive during the summer fall behind their peers when they return to school. Summer programming can promote social-emotional asset building, cultural and community connections, health and wellness, and cognitive development.

Projected Allocation

- \$780,000 – \$880,000 annually.

Priority Population & Geography

- Low-income children and youth ages 5-14.

Supported Programming

- Social-emotional skills development
- Cultural and community connections
- Health and wellness
- Field trips and nature exploration

Intended Outcomes and Impact

- Increased caring relationships with peers and adults
- Expanded access to literacy, arts, technology, and other enrichment
- Improved youth physical activity levels, fitness, and overall physical wellness
- Improved academic achievement
- Increased leadership skills
- Increased community connectedness

Contributing Towards Citywide Goals

- Children and youth retain academic skills and knowledge over summer months
- Reduction in youth-involved violence
- Fewer expulsions, suspensions, and other disciplinary actions

Strategy 9) Violence Prevention Programming

OFCY's Violence Prevention strategy aims to advance opportunities for systemic coordination with key city partners, primarily the Department of Violence Prevention and Oakland Unified School District. The strategy will expand restorative justice and or other promising violence prevention programs specific to youth ages 11-21. The strategy will support violence prevention education, peer leadership, restorative justice, and healing practices that help youth build mastery of anti-violence competencies. Supported programs can offer more targeted resources toward trauma informed and healing centered programming for youth who are exposed to trauma and/or live in neighborhoods with high levels of violence, and youth who are at risk of involvement with the juvenile justice system, and can support youth's well-being and their social emotional and mental health.

Projected Allocation

- \$700,000 – \$800,000 annually.

Priority Population & Geography

- Children and youth ages 11-21 at risk of violence or exposed to violence

Supported Programming

- Restorative justice programming
- Targeted youth violence prevention programming
- Peer and adult mentoring programs
- Peer-led training addressing community and gender-based violence

Intended Outcomes and Impact

- Increased caring relationships with peers and adults

Contributing Towards Citywide Goals

- Reduction in youth-involved violence
- Fewer youth involved in the juvenile justice system
- Fewer expulsions, suspensions, and other disciplinary actions

Goal Area 4: Transitions to Adulthood

This goal area supports programming that provides opportunities for youth to gain valuable skills and experience that contribute to their success and assist in transitions to employment and success in life. These strategies are closely coordinated and aligned with the Oakland Workforce Development Board, Department of Violence Prevention, and Oakland Unified School District's Linked Learning initiatives. The strategies fill an important gap providing education, access to training, employment experience and can reduce youth involvement in the juvenile system.

Strategy 10) Career Access & Employment for Opportunity Youth

This strategy supports programming that provides holistic support and sustainable opportunities for employment and transitions to adulthood for older youth ages 16-21. Programming focuses on connecting opportunity youth to supported training and employment and re-engagement to education at the stage most appropriate and suited for the youth. The strategy supports programs for opportunity youth that have foundational workforce skill building elements and including innovative programming and new opportunities such as apprenticeships. Successful to the work is the ability to provide appropriate and needed wraparound support services to reconnect youth by addressing a variety of other barriers including housing instability, immediate financial needs, family, system involvement, and mental health and substance dependency. Meeting the needs of opportunity youth is a strong equity strategy as Black/African American youth in Oakland are disconnected at twice the city-wide rate.

Projected Allocation

- \$1,600,000 - \$1,700,000 annually.

Priority Population & Geography

- Black/ African American youth ages 16-21 and disconnected from school and employment.

Supported Programming

- Comprehensive, supported work experiences (apprenticeships, subsidized employment, internships, and direct job placement).
- Pre-employment and life skills training
- Support for academic achievement including alternative educational pathways.
- Wrap-around supportive services to address broad personal needs to help youth engage in school and work, including mental health, substance abuse, legal services, family services, financial assistance, housing assistance, and academic guidance.
- Programs that teach youth the academic and employment skills needed for careers or professions explored.
- Financial literacy and financial access.

Intended Outcomes and Impact

- Youth increase employment skills through a variety of work experiences.
- Youth increase awareness of career options and set career goals.
- Opportunity youth are re-engaged through paid work experiences.
- Opportunity youth are re-engaged with educational systems.
- Improved financial stability and literacy for youth through earned stipends and wages.

Contributing Towards Citywide Goals

- Improved rates of high school graduation
- Reduced community violence
- Reduction in Disconnected Youth
- Improved postsecondary participation and persistence

Strategy 1 1) Career Access and Employment for Youth in School

This strategy strives to ensure equitable opportunity for high school students by providing subsidized employment opportunities year-round. Programming is aligned to OUSD's Linked Learning and work over the years to build out strong industry-aligned high-school workforce programming and supports the goal of providing in-school youth with opportunities to learn about industries and employment and what is required to gain these jobs. Programs provide job shadowing, work experience, industry-aligned training, and other youth workforce engagement activities to build skills, knowledge and abilities of Oakland youth. Through the programs, youth will learn the educational pathways required to obtain living-wage jobs and the career pathways available in Oakland's priority industry sectors.

Projected Allocation

- \$1,180,000 - \$1,280,000 annually.

Priority Population & Geography

- Oakland youth in school ages 14-21.

Supported Programming

- Career exposure, internship opportunities, and/or work experience during the school year and in summer months.
- Pre-employment and life skills training
- Financial literacy and financial access.
- Career and workplace exposure through job-shadowing or on-the-job experience.
- Programs that teach youth the academic and employment skills needed for careers or professions explored.

Intended Outcomes and Impact

- Youth increase employment skills through a variety of work experiences.
- Youth increase awareness of career options and set career goals.
- High school age youth gain employment experience aligned with career pathways.
- High school age youth gain first time job experience through summer jobs.
- Improved financial stability and literacy for youth through earned stipends and wages.

Contributing Towards Citywide Goals

- Improved rates of high school graduation
- Reduced community violence
- Reduction in Disconnected Youth
- Improved postsecondary participation and persistence

Strategy 1 1a) Oakland Summer Youth Employment

OFCY partners with the Oakland Workforce Development Board (OWDB) to directly support Oakland Summer Youth Employment, providing high school youth with first time job experience during the summer months to gain experience and earn a wage between the school years. The partnership with OWDB was developed in 2019 and co-funds nonprofit service providers through a joint request for proposal partnership to deliver summer programming. The programs include job readiness training, 100 hours of paid (minimum wage) work experience, and financial literacy support. Over the years it has supported hundreds of youth gaining first-time job experience and providing hundreds of thousands of dollars directly to youth through earnings. OFCY looks to support agencies to deliver high-quality work experiences for youth that build their experience and knowledge of careers and industries aligned to their schooling and interests. Additionally, OFCY and OWDB will also consider supporting programs that can engage and successfully serve opportunity youth (not employed or in school).

Applicants applying for Summer Youth Employment will also be considered for funding by the Oakland Workforce Development Board through this Request for Proposal. This RFP will serve as a request for qualifications for future funding from the Oakland Workforce Development Board. The OWDB will review the proposals submitted through this sub-strategy for additional funding consideration with monies they have to distribute. The OWDB may request additional information from applicants prior to their summer employment funding determinations. For more information on the Oakland Workforce Development Board click here: www.oaklandca.gov/boards-commissions/oakland-workforce-development-board.

Further information on the intended program design and elements for a successful Summer Youth Employment program can be found at: www.ofcy.org/funding/rfp/.

Projected Allocation

- \$300,000 - \$400,000 annually (OFCY funds).
- \$400,000 annually (OWDB funds).

Priority Population & Geography

- Oakland youth enrolled in OUSD high school ages 16-21.

Supported Programming

- Work experience during in summer months.
- Pre-employment / job skills training
- Financial literacy and financial access.
- Career and workplace exposure through job-shadowing or on-the-job experience.
- Programs that teach youth the academic and employment skills needed for careers or professions explored.

Intended Outcomes and Impact

- Youth increase employment skills through a variety of work experiences.
- Youth increase awareness of career options and set career goals.
- High school age youth gain employment experience aligned with career pathways.
- High school age youth gain first time job experience through summer jobs.
- Improved financial stability and literacy for youth through earned stipends and wages.

Contributing Towards Citywide Goals

- Improved rates of high school graduation
- Reduced community violence
- Improved postsecondary participation and persistence

-- END OF RFP --

APPENDIX A: COMPLIANCE WITH CITY COUNCIL POLICIES

A. GENERAL INFORMATION

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business Tax Certificate.
2. The City Council reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)

The City of Oakland has adopted a Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link: https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Contractor understands and agrees to the following:

- a) Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
 - b) Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
 - c) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, which shall be attached hereto and incorporated herein.
4. The City's Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 5, below), and must pay employees

wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must 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 \$15.30 with health benefits or \$17.56 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, Contract 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 **\$2.26 per hour**. Contractor 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) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <http://www.irs.gov> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>.
- e) Contractor shall provide to all employees and to Department of Workplace and Employment Standards (DWES) 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) Contractor 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 – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Department of Workplace and Employment Standards (DWES), 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. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h) Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Department of Workplace and Employment Standards (DWES).

5. 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. This contract is also subject to Oakland’s Living Wage Ordinance (see Section 4, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:

<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of 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 Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00)

or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Contractor's operations that occur (1) within the City; (2) on real property outside the City 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 sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

7. Prompt Payment Ordinance OMC Section 2.06.070 Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals/Qualifications and Purchase Contracts

This Agreement is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply. Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors 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 Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress 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.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release

subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) 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.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

8. Non-Discrimination/Equal Employment Practices

Contractor 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, Contractor agrees as follows:

- a) Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c) Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by

executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.

- d) If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f) The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g) All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h) The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i) In the recruitment of sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j) In the use of such recruitment, hiring and retention of employees or sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

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

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

10. 10.Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

11. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall;

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, *cyber network or cloud computing, internet, or cloud-based computer technology or services* with any "**BORDER WALL ENTITY**" individual, firm, or financial institution who provides any services, goods, equipment or information

technology or cloud- based technology or services, to construction of the a wall along any part of the United States - Mexico border.

All vendors seeking to do business with the City of Oakland must are complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S.

12. Pending Dispute Disclosure Policy:

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments.

Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

13. City of Oakland Campaign Contribution Limits

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

14. Nuclear Free Zone Disclosure

Contractor represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete the combined form, attached hereto.

15. Sample Professional Service Agreement

This Agreement is subject to the Sample City of Oakland Professional Service Agreement, which can be accessed at <https://www.ofcy.org/funding/rfp/>.

16. Insurance Requirements

The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the 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 grounds for rescission of the contract award.

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured in its Comprehensive Commercial General Liability and Automobile Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance).

Please Note: A statement of additional insured endorsement on the ACORD insurance certificate is insufficient and will be rejected as proof of the additional insured requirement.

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (Schedule Q). A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Department of Workplace and Employment Standards (DWES), 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

17. City Contractor Performance Evaluation

At the end of the project, the Project Manager will evaluate the Contractor's Performance in accordance with the City Contractor Performance Evaluation program.

18. Violation Of Federal, State, City/Agency Laws, Programs Or Policies:

The City or Agency may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal, a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and Agency and/or take any other action or invoke any other remedy available under law or equity.

19. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City. Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules

and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

20. The following City staff are available to answer questions:

RFQ and Project related issues: Scott Kim, (510) 238-2209
Contract Analyst: Paula Peav, (510) 238-3190
Compliance Officer: Vivian Inman, (510) 238-6261

21. All responses to the RFQ become the property of the City.

22. The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.

23. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.

24. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFQ or any responses by any contractor teams

25. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.

26. All documents and information submitted to the City of Oakland in response to an RFP are public records pursuant to California Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

27. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

APPENDIX B: STAND-ALONE SCHEDULES

The following four **Schedules E, I, O, and W** are required with submission of the proposal and will be uploaded in the online application. This document contains interactive links to the forms. You must complete these forms and submit as PDF attachments for review.

- More information on the Department of Workplace and Employment Standards and the Contract Compliance Division can be found at:
www.oaklandca.gov/departments/workplace-employment-standards
- For the complete list of Contracts and Compliance Forms and Schedules online:
www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules

Schedule E: Project Consultant Team Listing

- An interactive version of this form can be downloaded from Contracts and Compliance website <https://cao-94612.s3.amazonaws.com/documents/OAK023379.pdf>

You must complete and submit this form, even if you have no subcontractors / consultants on your project. Enter both your Agency Name and Program Name in the field "Company Name".

Schedule I: Sanctuary City Contracting and Investment Ordinance

- An interactive version of this form can be downloaded from Contracts and Compliance website <https://cao-94612.s3.amazonaws.com/documents/Schedule-I.pdf>

Schedule O: Campaign Contribution Limits

- An interactive version of this form can be downloaded from Contracts and Compliance website <https://cao-94612.s3.amazonaws.com/documents/OAK023287.pdf>

Schedule W: Border Wall Prohibition Form

- An interactive version of this form can be downloaded here: <https://cao-94612.s3.amazonaws.com/documents/Schedule-W-Form-Border-Wall-Prohibition.pdf>

To request copies of these forms, contact Paula Peav at ppeav@oaklandca.gov or 510-238-3190.

There are two additional Schedules included in Appendix B: Stand-Alone Schedules.

Schedule E-2: Oakland Workforce Verification

Schedule E-2: Oakland Workforce Verification can be submitted in conjunction with your proposal for additional preference points awarded by the Contracts and Compliance Division. Please refer to the section **Additional Optional Preference Points** on **page 18** for instructions on submission of Schedule E-2 and supporting documentation.

- An interactive version of this form can be downloaded from Contracts and Compliance website <https://cao-94612.s3.amazonaws.com/documents/oak043692.pdf>

Schedule Q: Insurance Requirements

This document provides an overview of the insurance that is required of applicants selected for funding in order to enter into a contract with the City of Oakland. The form does not need to be submitted with your application, but is intended to inform applicants of the insurance requirements necessary to enter into contract with the City of Oakland.

- Schedule Q can be accessed here: https://cao-94612.s3.amazonaws.com/documents/SPO_ScheduleQ-BusinessTaxReview.pdf

To request copies of these forms, contact Paula Peav at ppeav@oaklandca.gov or 510-238-3190.

APPENDIX C: CITY SCHEDULES AND POLICIES

PLEASE READ CAREFULLY: It is the prospective primary proposer’s/bidder’s/grantee’s responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Request for Qualifications (RFQ) and Grant announcements.

By submitting a response to this RFP/Q, NIB, or Grant opportunities, to the City of Oakland the prospective primary participant’s authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.

Note: additional details are available on our website as follows:

<https://www.oaklandca.gov/documents/contracting-policies-and-legislation>

1. Schedule B-1 - (Arizona Resolution) – **Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City’s website <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extend where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
- iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> *_(see Combined Schedules)*

2. Schedule C-1 - (Declaration of Compliance with the Americans with Disabilities Act) – **Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
 - (1) You certify that you will comply with the Americans with Disabilities Act by:
 - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor’s goods, services and facilities for people with disabilities;

- (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor’s program would result;
 - (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
 - (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
 - (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

For Declaration of ADA compliance for facility and other special events agreements please reference C-2 on the above web site.

3. Schedule D – (Ownership, Ethnicity, and Gender Questionnaire) – **Applies to all agreements and is part of the “Combined Contract Schedules”**. *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

4. Schedule E – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule¹” and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.

¹ Stand Alone Schedule is not part of the “Combined Schedule”.

- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

5. Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.

- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

6. Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.

- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

7. Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone Schedule”.

This Agreement is subject to the reporting of subcontractor progress payments on a monthly basis. The Schedule G form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

8. Schedule K – (Pending Dispute Disclosure Policy) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
 - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
 - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
 - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
 - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
 - (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for

price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

9. Schedule M – (Independent Contractor Questionnaire, Part A). – **Applies to all agreements and is part of the “Combined Contract Schedules”.**

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

10. Schedule N - (LWO - Living Wage Ordinance) – **Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAOR.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – **Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

12. Schedule O – (City of Oakland Campaign Contribution Limits Form) - **Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.**

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if

it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

- ii. The form is also available on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

13. Schedule P – (Nuclear Free Zone Disclosure) - Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This agreement is subject to the 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”. The full details of the Ordinance 111478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

14. Schedule Q - (Insurance Requirements) - Applies to all agreements and is a “stand alone Schedule”, and evidence of insurance must be provided.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> Schedule Q.
- ii. A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

15. Schedule R – (Subcontractor, Supplier, Trucking Listing) – applies to Construction agreements only and is a “stand alone Schedule”.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>
- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see Combined Schedules)

17. Schedule W – (Border Wall Prohibition) - **Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.**

This Agreement is subject to the Ordinance #13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

PLEASE NOTE: *By submitting an RFP/Q, NIB or Grants to the City of Oakland the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*

File ID Number	22-1535
Introduction Date	6/29/22
Enactment Number	22-1303
Enactment Date	6/22/2022
By	er



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

June 29, 2022

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Veronica Garcia, Principal, Oakland International High School
Tom Felix, Director, Newcomer / ELL Programs

Subject: District Submitting Grant Proposal

ACTION REQUESTED:

Approval and support by the Board of Education, pursuant to Board Policy 3290, of Oakland International High School's application to the City of Oakland, Oakland Fund for Children and Youth (OFCY), seeking funding in the amount of \$255,600.00 to support the wellness center at Oakland International High School in providing services that support the integration of immigrant and refugee youth and families, as described in the proposal, incorporated herein by reference as though fully set forth, for the period July 1, 2022 through June 30, 2025, and, if granted, in whole or in part, delegation to the Chief Academic Officer to sign on the Board's behalf to accept same, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant term, if any.

BACKGROUND:

Grant proposal for OUSD schools for the fiscal years 2022-2025 was submitted for funding as indicated in the chart below. The grant face sheet and grant proposal packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
22-1535	Yes	Grant	Oakland International High School	To connect newly-arrived immigrant youth to services that reduce health/wellness stressors and barriers to accessing school and higher education opportunities.	July 1, 2022 through June 30, 2025	City of Oakland / Oakland Fund for Children and Youth (OFCY)	\$255,600.00

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 \$255,600.00

RECOMMENDATION:

Approval and acceptance by the Board of Education, pursuant to Board Policy 3290, of Oakland International High School's grant application to the City of Oakland / Oakland Fund for Children and Youth (OFCY) for fiscal years 2022-2025, pursuant to the terms and conditional thereof, if any

ATTACHMENTS:

Grant Face Sheet

Grant Proposal and Budget

OUSD Grants Management Face Sheet

Title of Grant: Newcomer Youth Wellness & Leadership Initiative	Funding Cycle Dates: July 1, 2022-June 30,2025
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Mike Wetzel Oakland Fund for Children & Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612 (510) 238-6379 SSKim@oaklandca.gov	Grant Amount for Full Funding Cycle: \$255,600.00
Funding Agency: City of Oakland / Oakland Fund for Children & Youth	Grant Focus: Wellness Center
List all School(s) or Department(s) to be Served: Oakland International High School	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The goal of this program is to connect newly-arrived immigrant youth to services that reduce health/wellness stressors and barriers to accessing school and higher education opportunities.
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 3.98% 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 evaluate the programs' effectiveness on supporting our school community using Coordination of Services Team data, and baseline data from 2021/2022 school year on attendance/truancy, suspension, (in)equity, grades, crisis intervention instances, and dropout rates, as well as the annual OUSD Newcomer Program's survey, and the California Healthy Kids Survey data related to school connectedness measures and risk indicators. We will measure the rates in subsequent years with the expectation of steady improvement. We will track the truancy, grades, and office referral rates for the most at-risk students, and will regularly evaluate our participant data to ensure that we are equitably serving our community and that no student/ country/language/gender is underrepresented.
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 3.98% 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.)	OIHS Principal - Veronica Garcia (through 6/22) - veronica.garcia@ousd.org - Tom Felix (starting 7/22) - tom.felix@ousd.org 4521 Webster Street, Oakland CA 94609 Phone: 510-684-4181
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Veronica Garcia	<i>Veronica Garcia</i>	5/27/22
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera	<i>Sondra Aguilera</i>	5/30/22

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Lisa Grant Dawson		
Superintendent	Kyla Johnson-Trammell	<i>Kyla Johnson-Trammell</i>	6/30/2022
Board President	Gary Yee	<i>G. Yee</i>	6/30/2022

Approved as to form by OUSD Staff Attorney Joanna Powell on 5/26/22.

Joanna J. Powell

PROGRAM INFORMATION

Newcomer Youth Wellness & Leadership Initiative

OFCY Funding Goals & Strategies

Funding Strategy

High School and Post-Secondary Student Success

Overview

Program Name

Newcomer Youth Wellness & Leadership Initiative

Applicant Type

Collaborative

Collaborative Partners

Collaborative Partner (1)

Agency Name

Soccer Without Borders

Collaborative Partner (2)

Agency Name

n/a

Proposal Contact

Title	First Name	Last Name
Consultant	Lauren	Markham
Phone	Email	
617-699-5114	lauren.e.markham@gmail.com	

STAFFING EXPERIENCE AND QUALIFICATIONS

Newcomer Youth Wellness & Leadership Initiative

Program Staff

Staff (1)

Hired	Title	First Name	Last Name	Years of experience at agency
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Community School Manager	Madenh	Hassan	7.00

Describe this staff's role in the proposed program

As the Community School Manager, Madenh Hassan will oversee all programs, program staff and partnerships, ensuring effective program design and implementation and ensuring all program goals, outcomes and reporting requirements are met. She will oversee our Coordination of Services Team, our Wellness Team, and our Community Partners association.

Resume

[Madenh Ali Resume2022.pdf](#)

Staff (2)

Hired	Title	First Name	Last Name	Years of experience at agency
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Case Manager	Karen	Carranza Moya	4.00

Describe this staff's role in the proposed program

As case manager, Karen Carranza Moya will serve as a central staff member of the Wellness Center (WC), responsible for staffing the WC front desk, connecting youth to critical wellness services, orienting new students, and running leadership programming and wellness sessions for OIHS youth.

Resume

[KCarranzaMoya'sResume.pdf](#)

Staff (3)

Hired	Title	First Name	Last Name	Years of experience at agency
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Case Manager	Ricardo	Jaramillo	2.00

Describe this staff's role in the proposed program

As case manager, Ricardo Jaramillo will serve as a central staff member of the Wellness Center (WC), responsible for staffing the WC front desk, connecting youth to critical wellness services, orienting new students, and running leadership programming and wellness sessions for OIHS youth.

Resume

[RFJ Resume Feb 2022.pdf](#)

Staff (4)

Hired	Title	First Name	Last Name	Years of experience at agency
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dean of Students	Cormac	Kilgallen	14.00

Describe this staff's role in the proposed program

As the Dean of Students, Cormac Kilgallen will serve as a critical member of the school's Wellness Team and Coordination of Services Team, and will lead/train youth and staff to lead RJ community building and harm circles. Cormac will also work closely with program partner, Soccer Without Borders, to plan and successfully implement the manhood development sessions.

Resume

[Resume OIHS.pdf](#)

Staff (5)

Hired	Title	First Name	Last Name	Years of experience at agency
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Counselor	Jizabel	Navarrete	6.00

Describe this staff's role in the proposed program

In addition to serving as the school's part-time academic counselor, the rest of Jizabel Navarrete's time will be devoted to offering individual and group mental health sessions to OIHS's highest-need Spanish speaking youth, and planning/implementing college knowledge sessions and programming integrated throughout the Wellness Center's programs. She will serve on the school's Wellness Team and the Coordination of Services Team.

Resume

[Resume_JN.pdf](#)

Narrative

Describe the key program staff that are responsible for delivering the direct services. Describe key duties and roles and time devoted to the proposed program. Include information on staff experience, community connections, and cultural competence.

All non-academic programs, services partnerships and staff at Oakland International High School are supervised by our Community School Manager, Madenh Hassan, who will supervise all aspects of the Newcomer Youth Wellness & Leadership Initiative. Madenh has worked in public education in California for nearly twenty years. With deep community connections to Oakland’s Yemeni-American community, Madenh joined OIHS in 2014 as a social studies teacher then as a CSM in 2021.

The day to day operations of the OIHS Wellness Center—the central hub of the Newcomer Youth Wellness & Leadership Initiative—are coordinated by two Case Managers: Ricardo Jaramillo and Karen Carranza Moya. Ricardo joined OIHS as an Americorps member in the fall of 2020 and was hired as a case manager the following school year. Ricardo is bilingual with extensive experience teaching in classroom and youth leadership settings, he is bilingual in Spanish and particularly skilled at connecting with youth and engaging youth as leaders. Karen Carranza Moya has worked at OIHS for the past four years, first as a classroom assistant and then formally joining our wellness team in 2020. As an OIHS graduate born and raised in El Salvador, Karen has a background in public health and brings her particular gifts of youth engagement and individual care to her work with the OIHS Wellness Team.

Other members of the Wellness Team include bilingual school counselor/therapist, Jizabel Navarrete, who has served at OIHS for six years and brings her expertise and training in crisis management, group and individual counseling, and college access to the team; Bilingual/bicultural Case Manager Luis Lopez, who came to the U.S. as a high school student himself, and oversees OIHS’s Saturday school and coordinates school-career pathways and opportunities; and Cormac Killgalen, our Dean of Students, who has worked at OIHS since 2009 and will oversee emergency interventions and our partnership with Soccer Without Borders.

Describe the key knowledge, skills, and ability possessed by your staff or needed in the roles for your program to be successful, and how will your agency support staff to acquire and develop their knowledge, skills and ability.

Our staff members are dedicated to the principle that schools are places of learning inside and outside the classroom, that “success” in school is not an absolute or singular path, and that academic achievement cannot be separated from socio-emotional wellness and community connectedness. In addition to being deeply committed to working with young people and awed by the capacities that young people bring to learning environments and to communities, our staff are all trained in and committed to Restorative Principles and Practices, and have a great deal of knowledge of community resources and systems (such as the immigration legal system, social services institutions, health and mental health services, higher education options, and career pathways) so that they can successfully connect students to the support they need.

Meanwhile, our staff are deeply motivated to work with youth and motivated by youth, believing in their strengths and assets, and looking toward youth to guide our staff's work, the resources we offer, and the decisions we make.

While public education nation-wide struggles to recruit and retain culturally and linguistically diverse staff that come from and/or represent the communities their schools serve, OIHS has been dedicated to hiring practices that prioritize staff of color and staff from immigrant backgrounds; our school community also prioritizes hiring alumni. Currently, five alumni are employed as OIHS staff, one of whom (Karen Carranza) is a core member of our Wellness Team. The Wellness Team has consistently been one of the most diverse and representative bodies of our staff, employing alumni, Oakland natives and OUSD graduates, and staff from recent immigrant backgrounds who are bi/multilingual.

Our staff will engage in a cycle of professional development and continuous improvement, meeting weekly and attending regular workshops related to RJ, case management best practices, and sector-based knowledge (ex, immigration legal services

PROGRAM DESIGN

Newcomer Youth Wellness & Leadership Initiative

How many years has this proposed program operated in Oakland?

5.50

Youth Participants Service Intensity

1-25 hours	26-50 hours	51-75 hours	76-100 hours
150	100	50	34
101-125 hours	126-150 hours	151-175 hours	176-200 hours
0	0	0	0
201-250 hours	251-300 hours	301-350 hours	351 or more hours
0	0	0	0

Total Youth Participants

334

Service Hours Projections

Only project services from July 1, 2022 to June 30, 2023.

Service Hours Projections (1)

Service Name

Newcomer Youth Wellness & Leadership Initiative

Please select days in a typical week that your program will provide services.

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Projected Start Date	Projected End Date	
07/01/2022	06/30/2023	
Projected # youth served	Projected Average Hours of Participation per Youth	Total Service Hours - Youth
334	21.00	7014

Calculation

We estimate an average of 21 service hours/youth based on current rates of engagement with wellness center programming.

Total Service Hours

7,014

Narrative

Provide a brief, high-level summary of your program. The summary should describe the program in terms of the number served, who will be served, type of services, duration, location, and goal. This Program Summary will be used to describe the proposed program throughout the review process.

OIHS's Newcomer Wellness & Leadership Initiative will support over 334 newly-arrived, high-school aged immigrant students/year, providing on-campus wellness services, targeted interventions for high-risk youth, leadership training, restorative justice, college/career connections and non-traditional academic support, and family engagement throughout the school year and during weekends and school holidays. The goal of this program is to connect newly-arrived immigrant youth to services that reduce health/wellness stressors and barriers to accessing school and higher education opportunities.

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

The OIHS Newcomer Wellness & Leadership Initiative will deepen the ongoing wraparound services offered by the OIHS Wellness Center, and expand opportunities in student leadership training, cultural mentorship, restorative justice, and out-of-classroom academic supports and college/career access.

The OIHS Wellness Center is a dedicated space on OIHS campus that serves the wraparound, socio-emotional needs of OIHS students outside the classroom, including counseling/mental health, food insecurity, immigration legal services, dental and vision screenings, healthcare access, mentorship, crisis management, housing, and connections to off-campus resources—so that they are better able to thrive inside the classroom. We will also integrate more targeted academic interventions into our wellness center programming, including drop-in homework help, transcript analysis, truancy home visits, Saturday School and college/career readiness/information workshops, with a focus on particularly struggling and/or disengaged students. OIHS is often the only trusted institutional connection that families have in Oakland, and providing these on-campus resources better equips our newcomer students to make successful transitions to their new U.S. schools and homes.

These services are also designed to engage students as leaders in our school community and beyond. Too often young immigrants are either excluded from services or mere recipients of top-down services, without acknowledging or supporting their capacity and strengths as leaders. This project seeks to change that.

As in previous years, this project is designed according to the Restorative Model of progressively targeted tiers of support.

Tier One Interventions that support Community Wellness & Student Success:

- Student-Lead Wellness Events: OIHS student leaders will support in the planning and implementation of school-wide wellness events (ex International Festival, Sex Ed Week) and co-facilitate drop-in lunchtime sessions (ex healthy relationships, consent, safe technology use)
- College/Career Learning Sessions: The OIHS Wellness Team will hold targeted, language-based college/career sessions, and offer drop-in hours for students to discuss transcripts, goal setting and pathways toward graduation, college & career.
- "Saturday School": Saturdays, school will be open for students & families to receive case management support and academic support (including academic catchup, homework help, and transcript evaluation/planning), ensuring the school is more accessible to family members during the week and to working students and/or students who have missed school.
- Student Welcomes & Orientation: Student Wellness Ambassadors and School Staff will hold bi-weekly, multilingual student-leader-led "welcome circles" with newly-enrolling OIHS students to build community, offer advice and support, answer questions, provide a school tour/scavenger hunt, and connect them to the Wellness Center and SWB programs.
- Student Cultural Groups: Bi/multi-cultural OIHS staff and partners will support students with cultural and affinity groups such as Asian Club, a Black Girls Rock group, Arabic Club, Latinas with Dreams, Gay/Straight Alliance, and others.
- Team Wellness Workshops: SWB will provide regular health & socio-emotional workshops to teams, on goal-setting, healthy relationships, RJ/Community Building, sexual health, nutrition & constructive conflict resolution.

Tier Two Interventions that provided targeted support and training to build students' skills and capacities to support personal and community wellness:

- Wellness Ambassadors: Student Wellness Ambassadors will be elected by their advisories to serve as links to the Wellness Center, and to inform the Wellness Program design and activities. WAs will receive regular trainings that support leadership & personal and community wellness.
- Restorative Justice Training: Student leaders will receive a full-day training on becoming a Restorative Justice Circle Keeper
- Manhood Development: SWB & OIHS Dean of Discipline will provide ongoing Manhood Development workshops for students with chronic discipline and anger management issues, supporting goal-setting, conflict resolution skills, and community connectedness.

Tier Three – targeted, individualized support for particularly struggling/at-risk students to ensure they are connected to services and harm is repaired:

- Intensive Case Management & Crisis Intervention via the Wellness Team
- Academic/Attendance Case Management for struggling students/students at risk of dropping out: OIHS's Wellness Team will connect students to school-based mentors, academic support services (including tutoring and Saturday School), and creating a harm-reduction attendance plan to ensure graduation.
- Therapeutic Services: To supplement limited medical-funded therapy spots and ensure equitable language access, OIHS will work with partners to offer individual and group therapeutic services in Arabic, Tigrinya and our emerging Afghan student community.
- Tier 3 Restorative Justice Circles: OIHS will facilitate Tier 3 circles for repairing harm, supporting students who are re-entering after the JJC, suspension, expulsion or dropping out, or resolving high-intensity conflicts.
- Home Visits (Individual): OIHS staff will prioritize home visits for students struggling with attendance, school participation, or community connectedness, as needed and appropriate.

Combined, these services will both address the barriers to students' actively engaging in and being successful in school, and offer pathways toward active leadership and participation in decision making at OIHS and beyond.

Describe how the program aligns with the funding strategy selected. in what ways are the services designed to implement the strategy identified?

As a program under OFCY's Goal Area 2: Children's Success in School, OIHS's Newcomer Wellness & Leadership initiative will offer continuum of support in service of students' engagement in school, socio-emotional needs and wellness, and thus academic achievement during and after high school. Situated under Strategy 6: Post Secondary Student Success, the OIHS Newcomer Wellness & Leadership initiative will focus on providing scaffolded, school-based supports to ensure Oakland's non-white, newcomer immigrant youth make/maintain strong connections to their new school, their peers, and to trusted adults, such that they are best equipped to make successful transitions to post-high school college and career opportunities, and beyond.

Because our program is based at a low-income high school, it is particularly focused on working with youth who have experienced trauma in their home countries, on the way to the U.S., and in their current new homes. We are providing trauma-informed services to reduce barriers to school participation and graduation, while also offering youth-led programming focused on leadership, healthy decision making, community connectedness, and restorative practices. Meanwhile, the proposed program increases our Wellness Center's focus on offering college and career preparation. Combined, our proposed program will contribute to increased attendance, increased college and career readiness, deepened connection to school and self belief, a broader culture of youth leadership, and reduced exposure to violence at school and in their home communities.

Describe what the successful completion of the program and services look like for the participants. How will you know your program has met its intended goals?

OIHS's primary measurement of impact will be the number of students the Newcomer Wellness & Leadership Initiative successfully connects to services, opportunities, and programs on-and off-campus, and the equity and effectiveness of these services.

We will ensure that at least 334 OIHS students are supported by Tier 1 Interventions (including Wellness

Events, Welcome Circles and Orientations and Cultural Groups/Mentorship); 125 students are served by Tier 2 Interventions that focus on training, leadership and skill-building; and 75 of OIHS's highest-need students are provided targeted Tier 3 services to support their mental health, emergency and ongoing case management needs, and Restorative Conflict support. Given the drastically reduced attendance rate for newcomer city-wide as a result of Covid, our team will pay particular attention to attendance and dropouts/students at-risk of dropping out. We will also focus on our emerging population of Afghan students recently-resettled via emergency evacuation, ensuring our school provides them the academic and socio-emotional support they need to be successful in and connected to school.

We will evaluate the programs' effectiveness on supporting our school community using Coordination of Services Team data, and baseline data from 2021/2022 school year on attendance/truancy, suspension, (in)equity, grades, crisis intervention instances, and dropout rates, as well as the annual OUSD Newcomer Program's survey, and the California Healthy Kids Survey data related to school connectedness measures and risk indicators. We will measure the rates in subsequent years with the expectation of steady improvement. We will track the truancy, grades, and office referral rates for the most at-risk students, and will regularly evaluate our participant data to ensure that we are equitably serving our community and that no student/country/language/gender is underrepresented.

As a result of this program, we will see an improvement on the above indicators in our sphere of influence, along with a decrease in discipline referrals, fights/conflicts, suspension and expulsion. We also expect attendance rates to increase 15% as a result of our targeted interventions; for student-school connectedness indicators to rise at least 5-10%; an increase of 15% in connection to supportive services; and for our graduation rate to rise. Our increased focus on college and career interventions—and more intentionally mapping the college/career support to our other wellness services—will support increased academic achievement, investment in school, and a sense of self-belief among our most struggling students.

Finally, our program will also support youth leadership so that students are not merely recipients of services, but active agents in their own wellness and success, and in their communities. A continued investment in academic supports, youth leadership, health/wellness services, and Restorative Justice will further allow us to support healing and positive connections in our community at a time of unprecedented struggle, stress and fear among newcomer immigrant youth in the U.S., and in the wake of the financial struggles, social isolations, and fear during Covid-19 closures.

Provide information on the program partners. What are their roles and what will they provide?

As an award-winning Community School, OIHS builds strong partnerships across sectors in service of student and family engagement, support, and achievement.

In this program, OIHS will continue to partner with Soccer Without Borders (SWB), one of the school's oldest and most trusted program providers. The Soccer Without Borders mission is to use soccer as a vehicle for positive change, providing under-served youth with a toolkit to overcome obstacles to growth, inclusion, and personal success. With offices based on OIHS campus, SWB regularly supports and engages some of OIHS's most vulnerable youth—youth who would likely drop out of school or have significantly reduced school attendance and connection if it weren't for their participation in and connection to SWB's programs, team culture and supportive staff.

SWB will spearhead the bi-weekly manhood development circles, with a focus on under-engaged students who are most struggling in school/in their lives; they will also integrate team wellness workshops, conflict resolution support, and will sit on our weekly Coordination of Services Team meetings, working hand in hand with OIHS's wellness team to provide services, support and leadership opportunities for OIHS students.

In addition to our partnership with SWB, the following partnerships will support this project's work and will be funded either in-kind or through additional funding resources:

* Partnerships in Trauma Recovery (PTR), La Familia, La Clinica de la Raza, Asian Health Services, and Diversity in Health Training Institute/SIDRA will provide group and individual mental health services in minority languages at OIHS/languages not served by district or county resources

*The OUSD's ELLMA Office will support with orientation and coordination efforts for newly-arrived refugee and unaccompanied minor students

*We will continue to partner hand in hand with Centro Legal, East Bay Sanctuary, and Immigrant Legal

Defense to provide individual legal services and legal trainings to students and staff

*We will work with the Alameda County Food Bank to provide emergency food relief, provide wellness program snacks, and offer monthly community food pantries that build community and address food insecurity

POPULATION AND GEOGRAPHY

Newcomer Youth Wellness & Leadership Initiative

Youth Participants

Total Number of Unduplicated Participants

334

Projected # of Participants by Age

0-5	6-10	11-15	16-21
0	0	66	268

Total Projected # of Participants by Age

334

Projected # of Participants by Race/Ethnicity

Afro-Caribbean or Afro-Latin(o/a), Afro-Latinx	American Indian or Alaskan Native	Asian, Asian American, Filipino	Black or African American	Hispanic or Latin(a/o), or Latinx
21	0	11	16	240
Arab and other Middle Eastern American	Pacific Islander or Native Hawaiian	South Asian, Indian, or Desi	White, European, or Caucasian	Two or More
44	0	2	0	0

Other

0

Total Projected # of Participants by Race/Ethnicity

334

Projected # of Participants by Gender Identity

Female	Male	Non-Binary	Other
117	217	0	0

Total Projected # of Participants by Gender Identity

334

Projected # of Participants by ZIP Code

94601	94602	94603	94605	94606
95	10	22	23	43
94607	94608	94609	94610	94611
31	21	28	2	2
94612	94613	94618	94619	94621
3	0	3	10	41
94704	94705	94720	Homeless/ Transitioning	
0	0	0	0	

Total Projected # of Participants by ZIP Code

334

Service Site Locations

Location (1)			
Service Site Name	Service Site Type	City Council District (Lookup)	
Oakland International High School	OUSD High	1	
Street Address	Apt/Suite	City	Zip Code
4521 Webster St.		Oakland	94609

Will you provide services remotely?

Yes No

Describe the population that will be served in your program. What is your experience working with your target population?

OIHS serves 369 newly-arrived immigrant students from 21 countries, ranging in age from 14-21. Over 96% of our students qualify for free/reduced lunch, the highest poverty rate of any OUSD high school. 10% of our students are refugees or asylees who have fled some of the world’s most violent conflicts (including 15 students recently evacuated from Afghanistan) and 50% are unaccompanied minors. At least 35% of our families speak a primary language at home that is considered a “minority language” in Oakland, including indigenous languages from Central America, Farsi, Urdu, Amharic and Tigrinya. These students and families often express a sense of isolation both in school and in Oakland at large.

OIHS’s students arrive with tremendous resilience, assets, intelligence, and skills, and also acute socio-emotional needs that have only been exacerbated during the social isolation and financial instability during Covid. According to recent California Healthy Kids Survey data, 28% of OIHS students report frequent sad/hopeless feelings, with 7% considering suicide in the last year and 22% having lost friends/family to violence. 7% identify as gang members, 33% work to support themselves (compared to 22% of OUSD newcomers), and 18% lack a trusted adult at home. 58% have either recently completed or are in active deportation proceedings, and 42% experienced a significant interruption in their formal education (some have never attended school). OIHS’ severe chronic absence rate is among OUSD’s highest. These factors adversely impact students’ abilities to succeed in school, or their ability to attend school at all. Our students and families face systemic barriers to accessing social services in the community and, often lacking other social networks, they come to OIHS seeking help. Since opening our doors in 2007, OIHS has been serving the wraparound needs of newcomer students and families and has been recognized locally and nationally for our work.

Describe how you plan to recruit, engage, and retain participants. Describe the average length of time that your population participates in the program.

To recruit students, program staff will conduct outreach to 100% of students/families during Fall registration & family events and issue regular advisory announcements; we will also engage student Wellness Ambassadors as key links between the student body and Wellness Programs. Throughout the year, program staff will triage referrals from teachers, office staff, partners, family members and outside providers, and continue to outreach and engage with students and student leaders toward continuous quality improvement. Throughout the year, all newly-enrolled students will receive a new student Orientation and Welcome Circle hosted by the Wellness Center staff and Wellness Ambassadors within two weeks of their arrival, to forge immediate links with the Wellness Center programs.

As we have demonstrated in current and past OFCY funding cycles, the strength and student-centered design of our program contributes to strong participation and student retention. Because our program is based on a school campus, recruitment takes up a limited amount of time, leaving our staff devoted to actual programming rather than time-intensive recruitment, and well-situated to maximize participation and retention. Students participate in our programs because they provide the support that they and their families most need, and/or offer engaging, youth-centered programming that centers their skills and insights as community members and leaders.

The vast majority of our programs and services are ongoing; at least 50% of participants will engage with Wellness Center programming for more than 10 hours throughout the course of the year, and engage with our programs/services regularly and in an ongoing fashion. The diverse programming options means that there is something engaging and needed for every single one of OIHS's students—making this a truly school-wide program central to the very fabric of our community.

Describe the neighborhood or geography where services will be provided or where the majority of your target population resides. What are the stressors in the neighborhood that most affect your population? What are community and neighborhood assets that your program will utilize to support your target population?

OIHS is a hub for newcomers city-wide, serving students from 14 Oakland zip codes, with the highest concentration living in East Oakland (from the Fruitvale to the San Leandro Border) and West Oakland. The neighborhoods where our students reside have long suffered from political neglect, which has led to community insecurity and violence, higher pollution rates, poor transportation options, and inequitable social services access. As newcomer immigrants, our students often feel disconnected from the communities in which they reside, lacking hubs for support and connection outside their homes. While OIHS itself is situated in a higher-income area, our students hail from across the city and bring the stressors of their communities with them to school each day.

Many of our students and their family members work in the service industry, which has been hit hard during Covid; as a result of these financial pressures and Covid-related learning gaps, newcomer youth city-wide are experiencing more barriers than ever before to regularly attend school, or to attend school at all—making them all the less likely to make successful transitions to college or upwardly-mobile careers that give them a sense of fulfillment and purpose.

In response to these community stressors, our program provides extensive connections to social services support not widely available in home communities or accessible to newcomers without navigational support. We also provide mental health services to grapple with past trauma, current trauma, and the stress of moving to a new country during adolescence, as well as Restorative Justice to navigate conflicts and groups that support healthy decision making. We also partner with community organizations based in the neighborhoods from which our students come and/or that support the particular cultural/linguistic communities to which our students belong (ex. cultural organizations, churches, mosques, resettlement agencies, temples, and community centers)

PROGRAM DESIGN

Newcomer Youth Wellness & Leadership Initiative

How many years has this proposed program operated in Oakland?

5.50

Youth Participants Service Intensity

1-25 hours	26-50 hours	51-75 hours	76-100 hours
150	100	50	34
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Combined, these services will both address the barriers to students' actively engaging in and being successful in school, and offer pathways toward active leadership and participation in decision making at OIHS and beyond.

Describe how the program aligns with the funding strategy selected. in what ways are the services designed to implement the strategy identified?

As a program under OFCY's Goal Area 2: Children's Success in School, OIHS's Newcomer Wellness & Leadership initiative will offer continuum of support in service of students' engagement in school, socio-emotional needs and wellness, and thus academic achievement during and after high school. Situated under Strategy 6: Post Secondary Student Success, the OIHS Newcomer Wellness & Leadership initiative will focus on providing scaffolded, school-based supports to ensure Oakland's non-white, newcomer immigrant youth make/maintain strong connections to their new school, their peers, and to trusted adults, such that they are best equipped to make successful transitions to post-high school college and career opportunities, and beyond.

Because our program is based at a low-income high school, it is particularly focused on working with youth who have experienced trauma in their home countries, on the way to the U.S., and in their current new homes. We are providing trauma-informed services to reduce barriers to school participation and graduation, while also offering youth-led programming focused on leadership, healthy decision making, community connectedness, and restorative practices. Meanwhile, the proposed program increases our Wellness Center's focus on offering college and career preparation. Combined, our proposed program will contribute to increased attendance, increased college and career readiness, deepened connection to school and self belief, a broader culture of youth leadership, and reduced exposure to violence at school and in their home communities.

Describe what the successful completion of the program and services look like for the participants. How will you know your program has met its intended goals?

OIHS's primary measurement of impact will be the number of students the Newcomer Wellness & Leadership Initiative successfully connects to services, opportunities, and programs on-and off-campus, and the equity and effectiveness of these services.

We will ensure that at least 334 OIHS students are supported by Tier 1 Interventions (including Wellness

Events, Welcome Circles and Orientations and Cultural Groups/Mentorship); 125 students are served by Tier 2 Interventions that focus on training, leadership and skill-building; and 75 of OIHS's highest-need students are provided targeted Tier 3 services to support their mental health, emergency and ongoing case management needs, and Restorative Conflict support. Given the drastically reduced attendance rate for newcomer city-wide as a result of Covid, our team will pay particular attention to attendance and dropouts/students at-risk of dropping out. We will also focus on our emerging population of Afghan students recently-resettled via emergency evacuation, ensuring our school provides them the academic and socio-emotional support they need to be successful in and connected to school.

We will evaluate the programs' effectiveness on supporting our school community using Coordination of Services Team data, and baseline data from 2021/2022 school year on attendance/truancy, suspension, (in)equity, grades, crisis intervention instances, and dropout rates, as well as the annual OUSD Newcomer Program's survey, and the California Healthy Kids Survey data related to school connectedness measures and risk indicators. We will measure the rates in subsequent years with the expectation of steady improvement. We will track the truancy, grades, and office referral rates for the most at-risk students, and will regularly evaluate our participant data to ensure that we are equitably serving our community and that no student/country/language/gender is underrepresented.

As a result of this program, we will see an improvement on the above indicators in our sphere of influence, along with a decrease in discipline referrals, fights/conflicts, suspension and expulsion. We also expect attendance rates to increase 15% as a result of our targeted interventions; for student-school connectedness indicators to rise at least 5-10%; an increase of 15% in connection to supportive services; and for our graduation rate to rise. Our increased focus on college and career interventions—and more intentionally mapping the college/career support to our other wellness services—will support increased academic achievement, investment in school, and a sense of self-belief among our most struggling students.

Finally, our program will also support youth leadership so that students are not merely recipients of services, but active agents in their own wellness and success, and in their communities. A continued investment in academic supports, youth leadership, health/wellness services, and Restorative Justice will further allow us to support healing and positive connections in our community at a time of unprecedented struggle, stress and fear among newcomer immigrant youth in the U.S., and in the wake of the financial struggles, social isolations, and fear during Covid-19 closures.

Provide information on the program partners. What are their roles and what will they provide?

As an award-winning Community School, OIHS builds strong partnerships across sectors in service of student and family engagement, support, and achievement.

In this program, OIHS will continue to partner with Soccer Without Borders (SWB), one of the school's oldest and most trusted program providers. The Soccer Without Borders mission is to use soccer as a vehicle for positive change, providing under-served youth with a toolkit to overcome obstacles to growth, inclusion, and personal success. With offices based on OIHS campus, SWB regularly supports and engages some of OIHS's most vulnerable youth—youth who would likely drop out of school or have significantly reduced school attendance and connection if it weren't for their participation in and connection to SWB's programs, team culture and supportive staff.

SWB will spearhead the bi-weekly manhood development circles, with a focus on under-engaged students who are most struggling in school/in their lives; they will also integrate team wellness workshops, conflict resolution support, and will sit on our weekly Coordination of Services Team meetings, working hand in hand with OIHS's wellness team to provide services, support and leadership opportunities for OIHS students.

In addition to our partnership with SWB, the following partnerships will support this project's work and will be funded either in-kind or through additional funding resources:

* Partnerships in Trauma Recovery (PTR), La Familia, La Clinica de la Raza, Asian Health Services, and Diversity in Health Training Institute/SIDRA will provide group and individual mental health services in minority languages at OIHS/languages not served by district or county resources

*The OUSD's ELLMA Office will support with orientation and coordination efforts for newly-arrived refugee and unaccompanied minor students

*We will continue to partner hand in hand with Centro Legal, East Bay Sanctuary, and Immigrant Legal

Defense to provide individual legal services and legal trainings to students and staff

*We will work with the Alameda County Food Bank to provide emergency food relief, provide wellness program snacks, and offer monthly community food pantries that build community and address food insecurity

BUDGET

Newcomer Youth Wellness & Leadership Initiative

SETUP

- Personnel
- Other Direct Costs
- Youth Wages and Stipends
- Subcontractors
- Indirect Costs

Budget Summary

Item	Total Program Cost	OFCY Request	% of Total Program Cost
Personnel	\$253,462.00	\$70,200.00	27.7%
Subcontractors	\$25,000.00	\$15,000.00	60.0%
Total	\$278,462.00	\$85,200.00	30.6%

Budget Detail

PERSONNEL

- Create a separate line item for EACH individual staff working directly on the program.
- List all direct program staff responsible for the success of the project, even if their salaries or wages are being covered by other matching funds, and not OFCY funds. This will help OFCY better understand the total cost of operating your program.
- Do not include administrative staff not providing direct supervision of line staff or subcontractor.

personnel (1)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Case Manager	Ricardo Jaramillo	52000.00	100.0%	52000.00	52000.00

Budget justification and calculations

The Case Manager Position will be situated in the Wellness Center and devote 100% of time to Wellness programs and services

personnel (2)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Community School Manager	Madenh Hassan	102000.00	50.0%	51000.00	0.00

Budget justification and calculations

Madenh Hassan, Community School Manager, will devote 50% of her time to the OFCY-funded program, with her salary provided in-kind (salary and benefits included)

personnel (3)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Case Manager	Karen Carranza Moya	55000.00	80.0%	44000.00	0.00

Budget justification and calculations

Karen Carranza Moya, a Case Manager, will dedicate 80% of her time to OFCY programming, funded in-kind by additional grant sources

personnel (4)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed	Total Program	OFCY Request
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			program	Cost	
Dean of Students	Cormac Killgallen	120000.00	20.0%	24000.00	0.00

Budget justification and calculations

Dean of Students Cormac Killgallen will dedicate 20% of his time to Wellness Program/Services, funded in-kind through OUSD core funds (benefits included above)

personnel (5)

Staff Role	First and Last Name	Total Annual Salary/Wages	% Time on proposed program	Total Program Cost	OFCY Request
Counselor	Jizabel Navarrete	67000.00	25.0%	16750.00	0.00

Budget justification and calculations

Jizabel will dedicate 25% of her time to Wellness Program/Services, funded in-kind through a grant from Salesforce via the OUSD ELLMA Office.

Staff Subtotal				\$187,750.00	\$52,000.00
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		Fringe Rate	Total Program Cost	OFCY Request
	Fringe Benefits	35.0%	65712.00	18200.00

Budget justification and calculations

Fringe benefits are calculated as 35% in the OUSD.

Staff and Fringe Subtotal			\$253,462.00	\$70,200.00
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SUBCONTRACTORS

subcontractor (1)

Contractor Name	Total Program Cost	OFCY Request
Soccer Without Borders	25000.00	15000.00
Email Address	Phone Number	
ben@soccerwithoutborders.org	6176995114	
Street Address		
4521 Webster St.		
City	State	ZIP Code
Oakland	California	94609

Proposed services and activities

SWB will spearhead the bi-weekly manhood development circles, with a focus on under-engaged students who are most struggling in school/in their lives; they will also integrate team wellness workshops, conflict resolution support, and will sit on our weekly Coordination of Services Team meetings, working hand in hand with OIHS's wellness team to provide services, support and leadership opportunities for OIHS students.

Budget justification and calculations

SWB will be paid \$25,000 for their services, with \$15,000 paid out of OFCY and \$10,000 supplemented from the 21st Century Grant

Subcontractors Subtotal			\$25,000.00	\$15,000.00
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MATCHING FUNDS

Matching Funds in Budget	Matching Funds in Budget as % of OFCY Request
\$193,262.00	226.8%

Matching Funds

matching funds (1)

Source	Amount	Funding Term Start	Funding Term End	Status
21st Century Funds	10000.00	01/01/2022	12/31/2026	Pending

matching funds (2)

Source	Amount	Funding Term Start	Funding Term End	Status
Salesforce Grant	60000.00	07/01/2021	06/30/2022	Secured

matching funds (3)

Source	Amount	Funding Term Start	Funding Term End	Status
Core District Funds	140000.00	07/01/2022	06/30/2023	Secured

matching funds (4)

Source	Amount	Funding Term Start	Funding Term End	Status
Zellerbach Funds	20000.00	07/01/2022	06/30/2023	Pending

Total **\$230,000.00**

Narrative

What were the total program expenses in the most recently completed calendar or fiscal year?

184000.00

What is changing from the current year to what is proposed for 2022-2023?

Much of our proposed programming remains the same, though our priorities are shifting toward school re-engagement, attendance and retention in the wake of Covid-19 school closures, and to our emerging student populations, including students from Afghanistan. Out of the requested \$85,000/year, Soccer Without Borders will receive \$15,000/year, in contrast to \$13,000 in previous years. The rest (\$72,000) is devoted to paying for a full-time district case manager. (Unlike in previous years, our mental health program partners will be covered in-kind, and we are removing our \$500 food budget due to the challenges of group food events during Covid)

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

The total project budget for the Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative is \$179,400; we are requesting \$87,000, allocated as follows:

- Case Manager (Ricardo Jaramillo) - \$70,200 (salary and benefits)
- Consultant: Soccer Without Borders - \$15,000

All other program staff, supplies and services will be offered in-kind and through additional funding sources.

This program offers both a high impact of services, as well as depth of services, with over 7,000 units of service for 334 students.

We have developed our program design in response to student- and family-identified needs. The proposed activities will create a high-impact, culturally-responsive program that reduce barriers to student engagement and success in school, and also in building upon the existing resilience and leadership skills of OIHS students—who are, as newcomer immigrant youth, tomorrow’s leaders. This funding will also ensure that we are effectively and equitably offering these services to our students, and that we are able to more deeply supporting our highest need students, as well as our most isolated students who have limited cultural connections in school and in Oakland.

Given the particular vulnerability of newcomer youth —in Oakland, in California, in the United States, and throughout the world—as well as the deleterious effects of the pandemic on low-income, newcomer communities’ economy, job prospects, community connections, and abilities to participate in school, we believe that an investment into their wellness, inclusion, leadership and healing is both a preventative investment in our community’s public health, and in our country’s more diverse and representative future.

Are you collecting fees?

Yes No