

File ID Number	17-2239
Introduction Date	2-14-18
Enactment Number	18-0225
Enactment Date	2-14-18
By	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools. Thriving Students.

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

To: Board of Education  
From: Kyla Johnson-Trammell, Superintendent  
Subject: **District Submitting Grant Agreement**

**ACTION REQUESTED:**

Approval and acceptance by the Board of Education of the Grant Agreement between Oakland Unified School District and The Foundation for California Community Colleges/Career Ladders Project: For the period January 1, 2017 through June 30, 2018. This Grant is funded by SAP to work with select California Community Colleges on developing and piloting an innovative 9-14 college and career pathway as specified in this agreement, pursuant to the terms and conditions thereof, and to submit amendments for the grant year, if any.

**BACKGROUND:**

SAP, Career Ladders Project and Berkeley City College will collaborate with Skyline High School's Computer Academy teachers to create a seamless 9-14 Information Communications Technology (ICT)/Digital Media pathway. By aligning policies, implementing curricular and pedagogical changes, master schedule accommodations, teacher professional development and students will graduate with early college credit and industry certifications and degrees.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-2239	Yes	Grant Agreement	Oakland Unified School District High School Linked Learning	To create a 9-14 ICT/Digital Media pathway	January 1, 2017 through June 30, 2018	Career Ladders/SAP	\$47,399.00

**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.

The total amount of grant will be provided to Skyline High School's Computer Academy from the funder.

- Grant valued at: \$47,399.00

**RECOMMENDATION:**

Approval and acceptance by the Board of Education of the Grant Agreement between Oakland Unified School District and the Foundation for California Community Colleges/Career Ladders Project.

**ATTACHMENTS:**

Grant Face Sheet

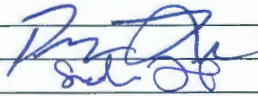
Grant Agreement

OUSD Grants Management Face Sheet 2017/18

<b>Title of Grant: Foundation for California Community Colleges/Career Ladders Project</b>	<b>Funding Cycle Dates: January 1, 2017 through June 30, 2018</b>
<b>Grant's Fiscal Agent: Foundation for California Community Colleges</b>	<b>Grant Amount for Full Funding Cycle: \$47,399.00</b>
<b>Funding Agency: SAP</b>	<b>Grant Focus: To create a seamless 9-14 ICT/Digital Media pathway</b>
<b>List all School(s) or Department(s) to be Served: Skyline High School</b>	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	SAP, Career Ladders Project and Berkeley City College will Collaborate with Skyline High School's Computer Academy teachers to create a seamless 9-14 ICT/Digital Media pathway. By aligning policies, implementing curricular and pedagogical changes, master schedule accommodations, teacher professional development, and students will graduate with early college credit, industry certifications and degrees.
How will this grant be evaluated for impact upon student achievement?	The California College and Career Linked Learning Initiative and the Career Ladders Project will provide data that will show an increase in; a) early college credits earned by students b) students earning industry certification c) students engaged in high quality grade aligned work based learning experiences d) graduation rates e) student GPA.
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 for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Preston Thomas 1000 Broadway, Suite 440 Oakland, CA 94607 (510 ) 879-4118 Preston.thomas@ousd.org

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head	Preston Thomas		10/13/17
<b>Grant Office Obtained Approval Signatures:</b>			1/22/18
Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		
Interim Superintendent	Dr. Kyla Johnson Trammell		



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES



## IMPLEMENTATION GRANT AGREEMENT

between the

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES/CAREER LADDERS PROJECT**

and

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Agreement CL-382-17*

East Bay ICT/DM Pathways Partnership Initiative

### **1. Background**

The Career Ladders Project, which operates under the auspices of the Foundation for California Community Colleges, a 501(c)(3) nonprofit organization, is operating a program entitled the East Bay ICT/DM Pathways Partnership Initiative, that focuses on developing a college and career pathway program that combines academic excellence with technical aptitude, thus empowering students to be successful in our modern, information-based global economy and community. In an effort to support the East Bay ICT/DM Pathways Partnership Initiative, the Foundation for California Community Colleges on behalf of the Career Ladders Project has received funding from SAP (“GRANTOR”) to work with select California Community Colleges on developing and piloting an innovative 9-14 college and career pathway with embedded transitional and support services, as well as work-based learning (“PROJECT”). By signing this Agreement, the parties, as designated in Section 2 (Parties to Agreement), acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

### **2. Parties to Agreement**

For the purposes of this Agreement the Foundation for California Community Colleges/Career Ladders Project is referred to as “FOUNDATION” and Oakland Unified School District/Skyline High School is referred to as “SUB GRANTEE”. Collectively, FOUNDATION and SUB GRANTEE are referred to as “PARTIES”.

### **3. Services, Deliverables**

SUB GRANTEE shall furnish all technical, educational and professional services, including the necessary expertise, labor, materials, equipment, transportation, and supervision necessary to perform fully and adequately the services and meet the deliverables set forth in the Scope of Work and Deliverable attached hereto as Exhibit A and herein incorporated by reference (the “Services”). SUB GRANTEE agrees to work closely with FOUNDATION as designated in Section 9 (Notices) in the performance of Services and shall be available to FOUNDATION staff and partners at all reasonable times.

East Bay ICT/DM Pathways Partnership Initiative

Oakland Unified School District

#### **4. Term, Termination, Stop Work Notice**

4.1 Term. The period of this Agreement is from **January 1, 2017** through **June 30, 2018**, at which time, this Agreement will automatically terminate. Any extension to this Agreement must be in writing and signed by authorized signatories of FOUNDATION and SUB GRANTEE.

4.2 Termination for Convenience. PARTIES shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing PARTIES with written notice of termination at least twenty (30) calendar days in advance.

4.3 Termination for Cause. FOUNDATION shall have the right to terminate this Agreement, without penalty, within a reasonable time period should SUB GRANTEE be found to be in material breach of this Agreement as determined in FOUNDATION's sole discretion or if SUB GRANTEE fails to comply with any legal and regulatory provisions referenced in this Agreement.

4.4 Funding Contingency. If funding for the PROJECT is reduced, suspended, terminated or discontinued for any reason, FOUNDATION shall have the option of immediately terminating this Agreement or invoking FOUNDATION's right to issue an order to stop work pursuant to Section 4.6 (Stop Work Notice) with no liability occurring to FOUNDATION.

4.5 Procedures at Termination. SUB GRANTEE must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. FOUNDATION shall only be liable to SUB GRANTEE for the actual amount of time SUB GRANTEE devoted to performing Services pursuant to this Agreement, up until the effective date of the cancellation or as otherwise identified, in writing, by FOUNDATION. This provision does not preclude FOUNDATION from raising disputes concerning SUB GRANTEE's Services rendered. SUB GRANTEE hereby waives any other claim for damages including but not limited to damages claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from FOUNDATION's termination of this Agreement.

4.6 Stop Work Notice. FOUNDATION reserves the right to issue an order to stop work in the event that: (1) a dispute should arise regarding the Services of SUB GRANTEE; or (2) funding for the PROJECT is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise identified by FOUNDATION in the Stop Work Notice.

#### **5. Compensation**

Except as otherwise provided in this Section, SUB GRANTEE shall receive compensation for Services rendered under this Agreement as set forth in the Compensation Schedule attached hereto as Exhibit "B" and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed **\$47,399.00** without written approval of FOUNDATION's Representative, as designated in Section 9 (Notices). These funds are to carry out the activities outlined in, and in accordance with the SUB GRANTEE's finalized proposal. Unless otherwise agreed to in writing by FOUNDATION and GRANTOR, all compensation paid to SUB GRANTEE under the terms of this Agreement must be utilized to pay for authorized activities set forth in Exhibit "B" Compensation Schedule, and unexpended funds at the end of Term must be addressed to resolution with the FOUNDATION.

## **6. Intellectual Property**

SUB GRANTEE agrees that any and all Services rendered and documents or other materials, inventions, processes, and/or trademarks or service-marks created, developed or produced pursuant to this Agreement (“Work Product”) whether by SUB GRANTEE, or any employees or subcontractors to SUB GRANTEE, shall be and are available to the public. SUB GRANTEE grants to the FOUNDATION/Career Ladders Project and to the GRANTOR an irrevocable, nonexclusive license to publish any publications, studies or research funded by this grant at its sole discretion.

Accordingly, without limiting the generality of the foregoing, FOUNDATION/Career Ladders Project shall be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Work Product and to reproduce, adapt, distribute, publicly perform and display, sublicense and otherwise exploit the Work Product and such derivative works, by any and all means and in any and all media now or hereafter known throughout the world and in perpetuity.

This Section 6 (Intellectual Property) shall survive the expiration or early termination of this Agreement. If this Agreement is terminated, SUB GRANTEE will promptly, upon request, provide to FOUNDATION all Work Product prepared, in both hard and soft format. FOUNDATION/Career Ladders Project retains the right to use Work Product regardless of any disputes including but not limited to disputes over compensation.

## **7. Insurance and Indemnification**

7.1 Indemnification. SUB GRANTEE, its heirs and/or assigns (“Indemnitor”) will indemnify, defend and hold FOUNDATION, and its directors, officers, and employees, (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FOUNDATION must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

FOUNDATION, its heirs and/or assigns (“Indemnitor”) will indemnify, defend and hold SUB CONTRACTEE, and its directors, officers, and employees, (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or

(d) any willful or negligent act or omission by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. SUB CONTRACTEE must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

7.2 Insurance. SUB GRANTEE, at SUB GRANTEE's sole cost and expense, will insure its activities in connection with this Agreement, and will obtain, keep in force, and maintain insurance as listed below. Coverage's required will not limit any liability of SUB GRANTEE and will include:

- Commercial general liability insurance (occurrence based) with a combined single limit of no less than \$1 million per occurrence and \$2 million aggregate;
- Business automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than \$1 million per accident; and
- Worker's compensation as required under the Worker's Compensation and Safety Act of the State of California, as amended from time to time.

Upon executing of this Agreement, SUB GRANTEE shall transmit all certificates of insurance, including the additional insured endorsement to:

Career Ladders Project  
678 13<sup>th</sup> Street  
Oakland CA 94612

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. Insurance written on a claim-made basis will be maintained continuously for a period of no less than 3 years after the date of final completion of services authorized. All insurance required to be carried by SUB GRANTEE and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION. Any failure of FOUNDATION to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

## **8. Relationship of the Parties**

All parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. No party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

## **9. Notices**

### **FOUNDATION:**

East Bay ICT/DM Pathways Partnership Initiative

Oakland Unified School District

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

REPRESENTATIVE/PROGRAM DIRECTOR (All Programmatic Issues):

Maeve Katherine Bergman  
Director  
Career Ladders Project  
678 13<sup>th</sup> Street  
Suite 200  
Oakland, CA 94612  
(510) 268-0566  
[mkbergman@careerladdersproject.org](mailto:mkbergman@careerladdersproject.org)

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department  
Foundation for California Community Colleges  
1102 Q Street  
Suite 4800  
Sacramento, CA 95811  
(916) 325-4300  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

**SUB GRANTEE:**

Anya Gurholt  
College & Career Pathway Coach, Skyline High  
High School Linked Learning Office  
Oakland Unified School District  
1000 Broadway  
Oakland CA 94607  
510-881-6161  
[Anya.gurholt@ousd.org](mailto:Anya.gurholt@ousd.org)

**10. Publication of Materials**

Publicity and/or published materials referring to the project should include acknowledgement of the grant from the James Irvine Foundation and the Career Ladders Project. Any press releases concerning the project must be approved by FOUNDATION, as designated in Section 9 (Notices), at least two weeks prior to distribution.

**11. General Provisions**

11.1 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

11.2 Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of



substantially all of its assets. Any assignment not in accordance with this paragraph is void.

11.3 Subcontracting Conflicts. SUB GRANTEE may not employ subcontractors, unless SUB GRANTEE submits a request to both FOUNDATION Contacts listed under Section 9 (Notices) above to employ subcontractors and FOUNDATION approves said request in writing. All subcontracts approved by FOUNDATION and entered into by SUB GRANTEE with an approved subcontractor shall include a Work Made for Hire Provision in compliance with Section 5 (Intellectual Property) above, by which all materials, procedures, processes, and/or trademarks or servicemarks first created, first developed or first produced as a result of this Agreement shall be Work Made for Hire in favor of FOUNDATION pursuant to Section 201 of the Copyright Act. Notwithstanding the foregoing, SUB GRANTEE will not hire any current or past employee of FOUNDATION to perform any Services covered by this Agreement. SUB GRANTEE represents and warrants that to the best of its knowledge, there exists no actual or potential conflict between SUB GRANTEE's business, or financial interests and FOUNDATION or the Services provided under this Agreement. SUB GRANTEE agrees to promptly disclose, in writing, to FOUNDATION Contract Contact listed under Section 9 (Notices) above any actual or potential conflicts of interests.

11.4 Legal and Regulatory Compliance, Records. SUB GRANTEE shall perform all Services in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards of the State of California, and applicable federal and local law. Books and records relating to this Agreement will be maintained in accordance with generally accepted accounting principles by SUB GRANTEE. SUB GRANTEE agrees to maintain complete and accurate records with respect to all costs incurred under this Agreement. All such records shall be clearly identifiable and include sufficient detail of services rendered and costs incurred. SUB GRANTEE agrees to provide a representative of FOUNDATION access to examine, audit, and make transcripts or copies of the aforementioned records and any other document created pursuant to this Agreement (collectively "Records"), within five (5) calendar days of a written request for such access. SUB GRANTEE will preserve Records as required by applicable federal, state or local laws, but in no event for a period of less than three (3) years from the date of final payment under this Agreement. This section is deemed material to the formation of this Agreement.

11.5 Anti-lobbying. SUB GRANTEE shall not use any portion of the funds rendered herein to attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between FOUNDATION and SUB GRANTEE. Furthermore, SUB GRANTEE shall not use any portion of the funds rendered herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

11.6 Non-Discrimination. SUB GRANTEE shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. SUB GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.).

11.7 Debarment and/or Suspension. PARTIES shall comply with Executive Order 12549, Debarment and Suspension. PARTIES represent and warrant that PARTIES are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department

or agency or any California state department or agency.

11.8 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

11.9 Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

11.10 Law to Govern; Venue. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Alameda County. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Oakland, California.

11.11 Taxpayer Identification. Federal Form W-9, Request for Taxpayer Identification Number and Certification, is required to be completed by the SUB GRANTEE and included as an attachment to this signed Agreement.

11.12 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

11.13 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

11.14 Confidentiality. SUB GRANTEE shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in SUB GRANTEE's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after SUB GRANTEE's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this Agreement.

11.15 Execution of this Agreement. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

File ID Number: 18-2239  
Introduction Date: 2-14-18  
Enactment Number: 18-0225  
Enactment Date: 2-14-18  
By: [Signature]

11.16 Authority to Bind. The Parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement. Authorized signatories of FOUNDATION are two (2) signatories both of which must be the CEO, CFO or a Vice President regardless of the dollar value, must sign this Agreement, any amendment or modification thereto, for it to be authorized and valid.

11.17 Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

11.18 Non-waiver. The failure of either PARTIES, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by PARTIES must be in writing.

11.19 Force Majeure. PARTIES shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of PARTIES.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

**SUB GRANTEE**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES/CAREER  
LADDERS PROJECT**

By: [Signature]  
Print Name: Alison Nekashina  
Title: Director of Operations  
Date: 1/17/18

**SUB GRANTEE – second signature, if required**

By: [Signature]  
Print Name: Aimee Eng  
Title: President, Board of Education  
Date: \_\_\_\_\_

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By: [Signature]  
Print Name: Melissa Conner  
Title: Chief Advancement Officer  
Date: 1/18/18

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

By: [Signature]  
East Bay ICT/AM Pathways Partnership Initiative  
Amy Brandt, Attorney at Law  
12.19.17

Oakland Unified School District



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES



**Exhibit "A" to FOUNDATION AGREEMENT  
SCOPE OF WORK**

As a SUB GRANTEE for the FOUNDATION under the Program, Oakland Unified School District/Skyline High School will play a key administrative and compliance role with the agreed upon terms and conditions of the East Bay ICT/DM Pathways Partnership Initiative. Skyline High School and Oakland Unified School District will continue to:

1. Partner with Berkeley City College/Peralta Community College District, and Career Ladders Project to create a seamless 9-14 ICT/Digital Media pathway.
2. Cooperate and actively partner with CLP in the role of technical assistance provider on site visits at regular intervals to review progress to date, challenges, and address any necessary course corrections to ensure successful implementation and results of initiative.
3. Adhere to all stated FOUNDATION requirements and the compilation and timely submission of all required reporting, including narrative reports and financial reporting. Maintains clear record/documentation of grant expenditures and provides a financial report along with the narrative report in compliance with this Agreement.
4. Work with CLP and SAP to provide evidence of implementation activities and outcomes. This may include description and analysis of major grant activities as well as student level interventions offered under this grant.
5. Observe that communications with the GRANTOR for and about this project will occur through the Career Ladders Project.



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES



**Exhibit "B" to FOUNDATION AGREEMENT  
COMPENSATION SCHEDULE**

Total compensation not to exceed \$47,399.00 is for the purposes described below and is subject to acceptance by the SUBGRANTEE of the conditions specified below. Funds are to carry out the activities outlined in, and in accordance with the Scope of Work in Exhibit "A."

SUB GRANTEE Reporting Requirements:

June 30, 2018	Provide final financial and narrative report to CLP using template provided by CLP
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