



Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education

To:

Board of Education

From:

Gary Yee, Acting Superintendent

Subject:

District Accepting Grant Award

ACTION REQUESTED:

Acceptance by the Board of Education of the Grant Award from KIDS FIRST! Oakland Fund for Children and Youth, pursuant to terms and conditions thereof, if any.

BACKGROUND:

The Grant Face Sheet and Grant Award packets are attached.

File I.D#	Backup Document Included	Туре	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	Yes	Grant	Oakland Unified School District	Stipends for high school students in the Exploring College and Career Options Program	July . 1, 2013- June 30, 2016	Fund for (hildren and	\$210,000: \$70,000 per year

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

FISCAL IMPACT:

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

• Grants valued at: \$210,000

RECOMMENDATION:

Acceptance by the Board of Education of the Grant Award from KIDS FIRST! Oakland Fund for Children and Youth, pursuant to terms and conditions thereof, if any.

Grant Amount for Full Funding Cycle: \$210,000
Grant Focus: Exploring College and Career Options (ECCO): Student Internship Stipends

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	By providing stipends for junior and senior internships in a work setting chosen based on student interest, the funding offers opportunities for students to graduate college and career ready. Their resumes and Letters of Reference will reflect their work experience an attainment of transferable 21 st century skills for Success
How will this grant be evaluated for impact upon student achievement?	Using Cityspan, Public Profit analysis, and David Weikart Center for Youth Program Quality self assessment, in addition to OUSD QAA annual pathway and academy data, the Linked Learning Office will be able to show higher CAHSEE pass rates, better attendance, higher graduation rates, higher GPA, and fewer disciplinary incidents for ECCO students.
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 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes. Budget includes funds for indirect.
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.)	Susan Benz, OUSD Manager of Career Readiness Linked Learning Office 2607 Myrtle St. Room 104 Oakland, CA 94607 susan.benz@ousd.k12.ca.us 510-273-2361

Applicant Obtained Approv	al Signatures:		
Entity	Name/s	Signature/s	Date
Principal C. P.			12/2/13
Department Head	Lorenne		12/19/13
Grant Office Øbtained Appr	roval Signatures:		
Entity	Name	Signature	Date
Fiscal Officer	Vernon Hal		210114
Acting Superintendent	Gary Yee		2 18/14
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GRANT AGREEMENT BETWEEN THE CITY OF OAKLAND AND OUSD COLLEGE & CAREER READINESS OFFICE

Whereas, pursuant to City of Oakland Resolution No \(\frac{9465}{65} \) C.M.S., the Council has authorized the City Administrator or her designee to enter into this Agreement in accord with the City's ordinances and applicable provisions of the Oakland City Charter for a \(\textit{KIDS FIRST! Oakland Fund for Children and Youth grant; and } \)

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

Now therefore the parties to this Agreement covenant as follows:

Parties and Effective Date

This Agreement is made and entered into as of July 1, 2013 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OUSD COLLEGE & CAREER READINESS OFFICE, a California corporation ("Grantee").

Scope of Work

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

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

Grant-Funded Program Documents and Provisions

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

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

Time of Performance

The grant term shall be for one year beginning July 1, 2013 and shall end on June 30, 2014.

4. Grant Funding, Method of Disbursal, Receipts

Grantee will be paid for performance of the Scope of Work in an amount that will be based on actual costs but that will be "Capped" so as not to exceed the sum of <u>SEVENTY THOUSAND DOLLARS</u> (\$70,000) ("Authorized Funds") in fiscal year 2013 - 2014 based on the scope of services and deliverable tasks in **Schedule A** and the budget by billing rates in **Schedule B** (Budget and Budget Narrative). The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if Grantee's actual costs and expenses exceed the Capped amount. Payment due on completion and acceptance of deliverables as specified in the Scope of Services.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of \$35,000 (20% of total grant amount for Year Round programs, or 50% for Summer Program). The advance will be offset against the payments to Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed..

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

- A quarterly invoice, supported by detailed documentation, sufficient to support payment;
 and
- b. A quarterly progress report confirming compliance with service goals established by this Agreement, specified in Schedule A.

In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty-five (25) percent of the total annual project amount. Failure to secure at least a twenty-five (25) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty-five (25) percent reduction in the total amount of compensation paid to Grantee.

The documents submitted for all payments shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee's failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Oakland Fund for Children and Youth funding during the following twelve months.

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

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

Evaluation and Monitoring

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

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

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

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

6. Recipient Rights, Responsibilities, and Qualifications

- a. Independent Contractor The parties expressly agree that Recipient is not an employee or independent contractor of the City of Oakland. Recipient has and shall retain the right to exercise full control and supervision of the Work, and full control over the employment, direction, compensation and discharge of all persons assisting Recipient in the performance of Work hereunder. Recipient shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Recipient's own acts and those of Recipient's subordinates and employees. Recipient will determine the method, details and means of performing the Work described in Schedule A. Recipient is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the grant payments paid by the City to Recipient for Work under this Agreement. On request, Recipient will provide the City with proof of timely payment. Recipient agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Recipient's failure to comply with this provision.
- b. Grantee's Qualifications Grantee represents that Grantee has the qualifications and skills necessary to perform the Work under this Agreement in a competent and professional manner without the advice or direction of The City. This means Grantee is able to fulfill the requirements of this Grant Agreement. Failure to perform all of the Work required under this Grant Agreement will constitute a material breach of the Agreement and may be cause for termination of Grant Funding and the Agreement. Grantee has complete and sole discretion for the manner in which the work under this Grant Agreement is performed.
- c. Fiscal Agency Responsibility This Agreement between the City and Grantee assumes inherent responsibility regarding fiscal agency. In the case of a subcontract or fiscal partnership, the City holds Grantee legally liable for all aspects of the contract including but not limited to project implementation, fiscal management, and communication with the City regarding the subcontract or fiscal partner activities. As a fiscal sponsor or agent, Grantee is expected and authorized to manage the finances of the grant; monitor and deliver program activities of subcontracting or partner agencies; provide fiscal oversight and support to subcontracting or partner agencies; conduct fiscal review, site visits, and deliver necessary support to subcontracting or partner agencies; communicate with the City regarding the subcontract or fiscal partnership; review, approve, and submit reports, invoices, scope of work revision requests, and budget revision requests to the City; pick up warrants; terminate contracts with subcontracting or fiscal partner agencies with the approval of the City, if necessary; and assume full fiscal responsibility of contract, subcontract, and fiscal partnership.
- d. <u>Publicity</u> Any publicity or marketing materials generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, must follow these guidelines:

- i. <u>Attribution of Funding</u> Any publicity or marketing materials generated by Grantee for the project will make reference to the contribution of the City of Oakland's Oakland Fund for Children and Youth (OFCY) in making the project possible. The words "Oakland Fund for Children and Youth" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles.
- ii. Marketing Material The OFCY logo must be clearly placed on all pieces of publicity and marketing material, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles. City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the project funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

7. Audit

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

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

Assignment

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

Conflict of Interest

a. Recipient

The following protections against conflict of interest will be upheld:

 Recipient certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

- ii. Recipient 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.
- Recipient shall immediately notify the City of any real or possible conflict of interest between Work performed for the City and for other clients served by Recipient.
- iv. Recipient 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. Recipient shall exercise due diligence to ensure that no such official will receive such an interest.
- Recipient further warrants and represents, to the best of its present V. knowledge and excepting any written disclosures as to these matters already made by Recipient 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 Recipient or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Recipient agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Recipient's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Recipient understands that in some cases Recipient or persons associated with Recipient may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Recipient further understands that, as a public officer or official, Recipient or persons associated with Recipient may be disqualified from future City contracts to the extent that Recipient is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Recipient shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

Non-Discrimination/Equal Employment Practices

Recipient 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, Recipient agrees as follows:

- a. Recipient and Recipient's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Recipient and Recipient's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Recipient 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.
- Recipient 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, Recipient will send to each labor union or representative of workers with whom Recipient has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Recipient's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

- a. Requirement There is a fifty percent (50%) minimum participation requirement for all grant agreements \$50,000 or more. Grantees shall comply with the fifty percent (50%) local business participation requirement at a rate of twenty-five percent (25%) local and twenty-five (25%) small local business participation. The requirement may be wholly satisfied by a certified local grant Grantee or may be satisfied by a certified, local and/or small local for profit or non-profit sub-consultant(s). For profit or nonprofit entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement.
- b. Good Faith Effort-In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. Incentives Upon satisfying the twenty percent requirement, a recipient will earn two (2) preference points. Three additional preference points may be earned at a rate of one pont for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. The Exit Report and Affidavit (ERA) This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator's Office of Contract Compliance & Employment Services along with a copy of the final progress payment application.
- e. Joint Venture and Mentor Protégé Agreements. If a grant recipient is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- f. Recipient shall submit information concerning its board, officer and workforce composition (nonprofit organizations) or ownership and workforce composition (for-

profit organizations), as well as its subcontractors and suppliers, by completing **Schedule D** ("Ownership, Ethnicity & Gender Questionnaire"),.

- g. All affirmative action efforts of Recipient are subject to tracking by the City. This information or data shall be used for statistical purposes only. All recipients are required to provide data regarding the make-up of their subcontractors and agents who will perform work under City grant agreements, including the race and gender of each employee and/or members of a nonprofit board and officers or for-profit owners job titles or functions and the methodology used by Recipient to hire or contract subcontractors or suppliers.
- h. In recruitment of subcontractors, the City of Oakland requires all recipients 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.
- In recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all recipients to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

12. Living Wage Ordinance

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

- a. Minimum compensation As of July 1, 2013, aid employees shall be paid an initial hourly wage rate of \$11.96 with health benefits or \$13.75 without health benefits. Recipient agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health benefits Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.79 per hour. Recipient

- 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) Recipient shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Recipient 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. Recipient 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 Recipient shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Recipient 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. Recipient shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Recipient shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Recipient shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

i.

13. 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 Recipients(consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394, 2001)

The following Recipients 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 rea! 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 Recipient'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 2.32 shall not apply to subcontracts or subcontractors of any contract or Recipient

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

14. 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 Recipients 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, Recipient must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as Schedule O.

15. Nuclear Free Zone Disclosure

Recipient represents, pursuant to Schedule P ("Nuclear Free Zone Disclosure Form"), that Recipient 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, Recipient shall complete Schedule P, attached hereto.

16. Insurance

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

17. Indemnification

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

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

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

18. 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.

19. 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.

20. Religious Prohibition

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

21. Business Tax Certificate

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

22. Termination For Cause or Non-Appropriation

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

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **June 30**, **2014**.

23. Termination for Lack of Appropriation

City's obligations under this Agreement are contingent upon continued Kids First! funding. The City may terminate this Agreement on thirty (30) days' written notice to Recipient without further obligation if said grant funding is withdrawn or otherwise becomes unavailable for continued funding of the grant work or activity funded hereunder. Termination notice shall be made in accordance with the "Notices" section of this Agreement.

24. Governing Law

This Agreement shall be governed by the laws of the State of California.

25. Notice

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

(City of Oakland)

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

(Grantee)

OUSD COLLEGE & CAREER READINESS OFFICE 1025 SECOND AVENUE Oakland, California 94606

Attn: Gary Yee, Interim Superintendent

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.

26. Entire Agreement of the Parties

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

27. Modification

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

28. 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.

File ID Number: 14-0027
Introduction Date: 3-12-14
Enactment Number: 14-0421
Enactment Date: 3-12-14 | Bv:

Rev. 6/2013

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.

29. Inconsistency

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

30. Approval

OUSD COLLEGE & CAREER READINESS OFFICE

1142566.2

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

City of Oakland	OUSD COLLEGE & CAREER	
City of Oakland, a municipal corporation	READINESS OFFICE a California Corporation etc.	
City Administrator's Office) (Date)	Signature) (Date) Titlet Super interdent	
(Department Head Signature) (Date)	Business Tax Certificate No.	
Approved as to form and legality:	Resolution Number	
(City Attorney's Office Signature) (Date)	Accounting Number	3/13/14
	David Rakishida President, Board of Education OAKLAND UNIFIED SCHOOL DISTRICT	
	APROVED BAR OSM & SUBSTANCE	
	Attorney at Law	3/13/14
	Gary Yoa, &d.D. Secretary, Board of Education	*

Page 15 of 18

COVER PAGE				11.00
-				
Strategy Area				
Transitions to Adulthoo	d			
Strategy				
Youth Career and Work	force Development			
Applicant/Fiscal Sponso	r			
Organization/Public Age				
Oakland Unified School	THE PERSON NAMED IN COLUMN	reer Readiness Office		
Contact First Name		Contact Last Name	P	
Susan		Benz	7	
Contact Title				
Career Coordinator				
Address	City	State	Zip	
2607 Myrtle St. #104	Oakland	CA	2.16	94607
Telephone	Gamana	Fax		
510-273-2360		510-452-2070		
E-mail		310 132 2070		
susan.benz@ousd.k12.d	מון בר			
Project Title	La.us			
Exploring College & Car	eer Ontions in Oakland	4 (ECCOI)		
Commence of the Commence of the		a (Ecco:)		
Project Description (600		d (ECCO!) provides college 8	a carper readiness curri	culum
facilitated by a certifica career academies & pat local industry profession	ted Career Technical E thways. Students apply nal and supervised by demonstration of skil	ducation teacher throughor their learning in a 5-week an OUSD credentialed teach ls for success in college and	ut the 10th and 11th gra paid summer internship ner. The internship expe	ade in OUSD o, hosted by a erience
Designation				
. * * 1 1	g Organization (curren	t organizational budget of 3	350K or less)	
☐ Collaborative	B 0.80		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
☑ Single Agency Appl	licant			
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DEMOGRAPHICS			St. /4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0.100
		oloring College & Career Op College & Career Options in) - 0050
Total Unduplicated You	th Participants		87	
Total Unduplicated Adu			0	
Race and Ethnicity (requ	uired)	# to be Served	% to be Served	
African American			32 36.78%	
Latino/Hispanic			2731.03%	
Asian/Pacific Islander	45-92-0		17 19.54%	
Native American/Alaska	an Native		0 0.00%	
Caucasian Multiracial or Biracial			6 6,90% 0 0.00%	
Other			55.75%	
SCATISM				

to be Served

Ages to be Served (required)

87

% to be Served

0 - 5 years		0.00%
6 - 10 years		0.00%
11 - 15 years		0 0.00%
16-20 years		87 100.00%
Total		87
Geographic Distribution (required)	# to be Served	% to be Served
District 1		0 0.00%
District 2		0.00%
District 3		0.00%
District 4		0 0.00%
District 5		0 0.00%
District 6		0 0.00%
District 7		0 0.00%
Total		0
Gender (required)	# to be Served	% to be Served
Female		43 49.43%
Male		44 50.57%
Transgendered		0.00%
Total		87
Disability	# to be Served	% to be Served
Physical		55.75%
Cognitive/ Learning/ Developmental		1011.49%
Mental		55.75%
Sensory (Hearing/Vision)		55.75%
Total		25
Populations	# to be Served	% to be Served
Foster child/ youth		55.75%
Homeless child/youth		0 0.00%
Limited- or non-English speaking child/youth, or child/youth of non-English speaking parents		30 34.48%
LGBTQQ)		0 0.00%
Teenage parent		0 0.00%
Youth in the juvenile justice system		0 0.00%
Other		52 59.77%
Total		87
Adult Participants to be Served	# to be Served	% to be Served
Family members		0 n/a
Other adults (i.e. child care providers)		On/a
Total		0

BUDGET

OUSD College & Career Readiness Office - Exploring College & Career Options in Oakland (ECCO!) - OUSD College & Career Readiness Office - Exploring College & Career Options in Oakland (ECCO!)

Lead Agency Positions	FTE Annual Salary	% Time (99% = . 99)	Total Project Budget	OFCY Funds Requested	Pro	jected Match
Career Coordinator	1000	00 0.30	30,000.0	00	.0	30,000.00

Career Coordinator will manage program implementation, but no OFCY funds are necessary to fund portion of FTE salary.

CTE Specialist	40000	0.40	16,000.00	0	16,000.00
Narrative for the row	above				
CTE Specialist suppor	rts securing student	internship site	placements.		
CTE Specialist	40000	0.40	16,000.00	0	16,000.00
Narrative for the row	above				
CTE Specialist suppor	rts securing student	internship site	placements.		
CTE Specialist	40000	0.40	16,000.00	0	16,000.00
Narrative for the row	above				
CTE Specialist suppor	rts securing student	internship site	placements.		
CTE Specialist	40000	0.40	16,000.00	0	16,000.00
Narrative for the row	above				
CTE Considilet august		to a sound by a tax			

 $\label{thm:continuous} \mbox{CTE Specialist supports securing student internship site placements}.$

	Per Hour Rate	#Hours	Tot	al Vol in-kind	
Volunteer Hours (In-kind)	10.83		1500	16,245.00	3,500.00

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

Narrative for the row above

Approximately 6 hours of volunteer time will be required of Host site supervisors (to attend orientation and master demonstration sessions).

For the 'Total Project Budget' column of the Fringe row below, enter the total dollar cost for fringe; be sure to include only those personnel that receive benefits from your agency.

FRINGE Fringe Rate 71.84%	79200.00	0	\$79,200.00
PERSONNEL TOTAL	\$189,445.00	\$.00	\$176,700.00

OTHER DIRECT COSTS		OFCY Funds	
OTHER DIRECT COSTS	Budget F	Requested Proj	ected Match
Duplicating/Copying	2500.00	0.00	2,500.00
Narrative for the row above			
Student Research and Reflection Logs for summe logs, to be covered by Carl Perkins budget.	er internship cost \$10,	/student. \$2500 tota	l for printing
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
No additional equipment to be leased to suppor	t student internship st	tipends.	
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
No additional equipment or furniture to be purc	hased to support stud	lent internship stiper	nds.
Facililty Rental	1500.00	0.00	1,500.00
Narrative for the row above			

Demonstration of Mastery Exhibition for students to share their learning with the community will be held in August. Carl Perkins funds will cover these costs.

General Office Supplies/Software 500.00 0.00 500.00

Narrative for the row above

General office supplies to support ECCO Summer workshops (including teachers' supplies) are paid for through OUSD Summer Programs budget.

Postage 200.00 0.00 200.00

Narrative for the row above

Postage is required to mail stipends to students, as well as their report cards from the summer coursework. These fees are covered by OUSD Summer Programs budget.

Program Materials and Supplies 14500.00 0.00 14,500.00

Narrative for the row above

No additional funds are required for program materials, as they are purchased with Carl Perkinds and Linked Learning monies.

Telephone/Internet/Communications 0.00 0.00 .00

Narrative for the row above

No additional fees will be assessed directly to CCRO for ECCO or any other program managed by CCRO for communication services.

Travel/Transportation 0.00 0.00 .00

Narrative for the row above

No funds will be designated/necessary for travel or transportation needs. Students are requested to cover any transportation-related costs associated with their internship placement on their own.

Youth Stipends 67200.00 67200.00 .00

Narrative for the row above

The entire portion of the grant funds, minus the 4% indirect costs taken from the District, will be used to pay for student stipends (\$800 per student). This will cover 180 students' stipends; CCRO will work to secure the remaining funds (\$56000) necessary to complete the total projected amount of \$200,000.

Professional Development 48900.00 0.00 48,900.00

Narrative for the row above

PD for ECCO teachers is provided over the equivalent of five working days (40 hours), at a rate of \$23/ hour. There will be 15 teacher teams (three teachers per team) projected to receive this PD in 2013-14. This amount also includes payment for substitutes on the days the teacher teams are attending PD.

OTHER DIRECT COSTS TOTAL	\$135,300.0	0 \$67,200.0	0 \$68,100.00
SUBCONTRACTS	Total Project Budget	OFCY Funds Requested	Projected Match
unnamed subcontractor	0.0	0.0	.00
SUBCONTRACTOR TOTAL	\$.00	\$.0	0 \$.00

CONSULTANTS	Total Project Budget	OFCY Funds Requested		ted Match
(Not to include youth stipend, youth grants, or subcontractors)				
N/A	0.0	00	0.00	.00
Narrative for the row above				
No paid consultants will be utilized for the purpo	ses of program im	plementation.		
CONSULTANTS TOTAL	\$.0	0	\$.00	\$.00

P. E. S. T. INDIAN ASSTRACTORS	UT INDIRECT COSTS			,745.00	\$67,200	0.00	\$244,800.00
A STATE OF THE PARTY OF THE PAR	not exceed 11% of tol	tal direct	Total Proj		OFCY Funds	120	
costs). Currently: 4	.17%		Budget		Requested		ojected Match
Narrative for the re	nw ahove			2800.00	280	J.UU	.00
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TOTAL	dicalated above, at a	pproximat	ciy aii 070.				_
130,774			\$327	,545.00	\$70,000	0.00	\$244,800.00
Your OFCY Award	amount is \$70,000.00	0					
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Subcontractor Nan	ne						
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Lead Agency Positions	FTE Annual Salary	% Time /	99% = .99)	Total P Budget	The second secon	Reque	O TO THE OWNER OF THE OWNER OWNER OF THE OWNER OWN
	The state of the s		77.1	0-1	.00		
Narrative for the re	ow above						
	Per Hour Rate	#Hours		Total V	ol in-kind		
Volunteer Hours	10.83				.00)	
(In-kind)							
Narrative for the r	ow above						
For the 'Total Proje	ect Budget' column of	the Fringe	row helow	, enter:	the total doll	ar cost	for fringe, he s
	personnel that receiv				the total don	ai cost	TOT TIMES, DC 3
FRINGE	Fringe Rate n/a						
PERSONNEL TOTA	L				\$.00	1	\$.00
		***************************************	THE THE PERSON NAMED IN TH				
			-	Total P	roject	OFCY	Funds
OTHER DIRECT CO	STS			Budget		Reque	sted
Duplicating/Copyi	ng						
Narrative for the re	ow above						
Equipment Lease							
Narrative for the r	ow above						
Equipment/F	uro Durobasa						
Equipment/Furnite Narrative for the re							
ivariative for tile fi	OW BODYE						
Facililty Rental							
Narrative for the n	ow above						
	经产品的基本的企业的企业						
General Office Sup	oplies/Software						

Narrative for the row above

Postage Narrative for the row above **Program Materials and Supplies** Narrative for the row above Telephone/Internet/Communications Narrative for the row above Travel/Transportation Narrative for the row above Youth Stipends Narrative for the row above \$.00 OTHER DIRECT COSTS TOTAL \$.00 SUBTOTAL WITHOUT INDIRECT COSTS \$.00 \$.00 Indirect Costs (cannot exceed 11% of total direct costs). Total Project **OFCY Funds** Currently: .00% Budget Requested Narrative for the row above TOTAL \$0.00

\$0.00

ACTIVITIES SUMMARY

OUSD College & Career Readiness Office - Exploring College & Career Options in Oukland (CCCO1) - OUSD College & Career Readiness Office - Exploring College & Career Options in Oakland (ECCO1)

							Projected	Projected
	Average Session		Sessions		Total Number of	Average	Units of Service (6	Units of Service (1
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Category	Participants Q1	Q2	Q	Q4	Sess	ions Sessio	on mo	nths)	months)
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-9-

setting/ counseling Academic support/ tutoring Basic computer and office skills training Career awareness exploration activities Career fairs and/or vocational field trips Case manageme nt College entrance/ application/ enrollment assistance Community building Community service and service learning Employmen t-seeking skills training including resume and job application assistance, interviewin g, and job search Entreprene urial training and assistance Exploratory education field trips Financial planning training/ assistance GED preparation /assistance Individual and career assessment s and planning Internships and subsidized employmen opportuniti es Job

placement and postplacement support - 10 -



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

VENDOR NO. 36074

CHECK NUMBER 802674

INVOICE NUMBER	DESCRIPTION	NET AMOUNT
1314OUSD-ECCO01-Advanc	H75E008-14(DEBRA)\FY1314 ADV OUSD COLLEGE & CAREER	35,000.0
		35,000.0

CITY OF OAKLAND

Wells Fargo Bank, N.A. San Francisco, California 94104

CHECKEN TO A STATE PAGE OF THIS CHECKES BLUE THE BACK CONTAINS AS INJULATED WATERWARK 11-24

CHECK # 802674

ONE FRANK H. OGAWA PLAZA OAKLAND, CA 94612

DATE 15-AUG-13

AMOUNT \$ ****35,000.00

PAY

(818) 597-1222

CTP SOLUTIONS

TO THE ORDER OF

OAKLAND UNIFIED SCHOOL DISTRICT

1025 SECOND AVENUE OAKLAND, CA 94606

TWO SIGNATURES REQUIRED VOID AFTER 180 DAYS

#121000248# 4121955231# 11-BO 26 7411

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

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

VENDOR NO. 36074

CHECK NUMBER 809111

INVOICE NUMBER	DESCRIPTION	NET AMOUNT
1314OUSD-ECC001-Q1	H75E032-14(DEBRA)\FY1314 Q1-OUSD COLLEGE & CAREER	35,000.
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		35,000.

CITY OF OAKLAND

ONE FRANK H. OGAWA PLAZA OAKLAND, CA 94612

Wells Fargo Bank, N.A. San Francisco, California 94104

A STATE OF THE PACE OF THIS CHECK IS CLUE THE BACK CONTAINS A SIXULATED WATERMARK.

11-24 1210

CHECK # 809111

DATE 28-OCT-13

AMOUNT \$ ****35,000.00

PAY

TO THE ORDER OF

OAKLAND UNIFIED SCHOOL DISTRICT

1025 SECOND AVENUE OAKLAND, CA 94606

TWO SIGNATURES REQUIRED VOID AFTER 180 DAYS

#12100024B# 4121955231#

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