

File ID Number	17-1911
Introduction Date	10-11-17
Enactment Number	17-1450
Enactment Date	10-11-17
By	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving

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

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Subject: **Grant Award Acceptance – OFCY – Oakland International High School**

ACTION REQUESTED:

Acceptance by the Board of Education of the OFCY Grant Award for Oakland International High School for fiscal year 2017-18.

BACKGROUND:

Grant proposals for OUSD schools for the 2017-2018 fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award Notification attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
17-1911	x	Grant	Oakland International High School	Support OIHS Refugee & Immigrant Wellness Project	7/01/2017 thru 6/30/2018	OFCY – City of Oakland	\$88,360

DISCUSSION

The District created a Grant Face Sheet process to:

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

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

FISCAL IMPACT:

The total amount of grant will be provided to OUSD schools from the funder.

- Grants valued at: \$88,360

RECOMMENDATION:

Acceptance by the Board of Education of the OFCY Grant for Oakland International High School for fiscal year 2017-18.

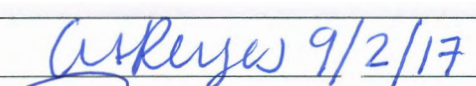
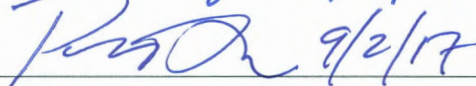
Attachments: Copy of check and board memo
Face Sheet

OUSD Grants Management Face Sheet

Title of Grant: OIHS Refugee & Immigrant Wellness Project OFCY	Funding Cycle Dates: July 2017- June 2018
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Sandra Taylor staylor@oaklandnet.com 510-238-7163 150 Frank Ogawa Plaza Ste 4212 Oakland Ca 94612	Grant Amount for Full Funding Cycle:\$88,360
Funding Agency: City of Oakland - OFCY	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?	Create and staff a Wellness Center at OIHS to provide ongoing support services to students in crisis (mental health, legal, housing, physical health etc.)
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 4.75% 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.)	N/A
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 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Carmelita Reyes, Principal Carmelita.Reyes@ousd.org Cell#510-435-3271

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Carmelita Reyes		9/2/17
Department Head (e.g. for school day programs or for extended day and student support activities)	Preston Thomas		9/2/17

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Kyla Johnson-Trammell		

TO: Devin Dillon, Interim Superintendent
FROM: Marion McWilliams, General Counsel
RE: Extension of City of Oakland OFCY grant
Date: June 14, 2017

Marion

Devin:

I've reviewed and approve as to form the 17-18 grant agreement (amendment 1) with the City of Oakland. Because the City does not like "stamps" on their agreements, I'm approving via this memo instead. After you sign, Carmelita can submit to the City and then we will submit to our Board for Ratification on June 28 or the first meeting in August.

Thanks,

Marion

*OFCY
notes*

File #	Enactment #	Type	Status	File Created	Final Action	Title
<u>16-1929</u>	16-1431	Resolution	Passed	8/23/2016	9/14/2016	Approval by the Board of Education of Resolution No. 1617-0047, Application for Variable Term Waivers, CBEST - California Commission on Teacher Credentialing - on behalf of the following employees for School Year 2016-2017: 1. Monica Romero-Garcia, 1st Grade Bilingual, East Oakland Pride 2. Carlo Tateo, 9-12th Grade Physical Education, Skyline High School 3. Dyamen Williams, 9-12th Grade Social Science, Madison Park Academy - Upper Campus 4. Ashley Long, K/1st Grade SDC Mild/Moderate, Fruitvale Elementary School 5. Charles McGill, K-5th Grade Resource Specialist, Markham Elementary 6. Michael Gebreslassie, 9-12th Grade Environmental Science, Community Day School 7. Melissa Herlihy, 6th Grade English/Social Science, Montera Middle School 8. Ashley Crockett, K-5th Grade SDC Mild/Moderate, Fruitvale Elementary School 9. Yvonne Lathers, 6-8th Grade, Urban Promise Academy 10. Grade Resource, Alliance sha Coleman, K-5th Grade Social ta Elementary School 12. 5-8th Grade History/Science, al 13. Oliver Champion, 4th / United Elementary
<u>16-1895</u>	16-1461	Agreement or Contract	Passed			Board of Education of an Individual ent to the Master Memorandum of (MOU) between the District and uth Center, Oakland, CA, for the ts Menu Option K-Lead Agency reation, Leadership and Family , as described in the Program Plan, ein by reference as though fully set International High School for the 2016 through August 18, 2017, in exceed \$235,498.72, pursuant to the terms and conditions as specified in the MMOU.
<u>16-1870</u>	16-1501	Donation	Passed	8/15/2016	9/14/2016	Acceptance by the Board of Education of Grant Award from the City of Oakland, via its Oakland Fund for Children and Youth, in the amount of \$88,360, to create and staff a Wellness Center at Oakland International High School to provide ongoing support services to students in crisis (mental health, legal, housing, physical health etc.), for the period of July 1, 2016 through June 30, 2017, pursuant to the terms and conditions thereof, and authorization to submit amendments thereto, for the grant period, if any.
<u>16-1868</u>	16-1502	Application	Passed	8/15/2016	9/14/2016	Acceptance by the Board of Education of Grant Award from the Silvergiving Foundation, in the amount of \$75,000.00, to set up a learning lab for regional teacher preparation programs and other local high schools to better prepare and support teachers to serve newcomers and English Language Learners, at Oakland International High School, for the period of July 1, 2016 through June 30, 2017, pursuant to the terms and conditions thereof, and authorization to submit amendments thereto, for the grant period, if any.

Take to

OUSD

**FIRST AMENDMENT TO THE GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND INTERNATIONAL HIGH SCHOOL / OAKLAND UNIFIED SCHOOL
DISTRICT**

This AMENDMENT No. 1 dated July 1, 2017 (the "First Amendment") is made by and between the CITY OF OAKLAND, a municipal corporation ("City"), and Oakland International High School / Oakland Unified School District, a California public entity ("Grantee"). It amends the original Grant Agreement dated July 1, 2016 with the City.

RECITALS

WHEREAS, the Parties entered into the Original Agreement for the amount of \$88,360.00, for a term of one year ending June 30, 2017 (the "Original Agreement") to fund certain children and youth-related programs as described in the Scope of Work (Attachment A) and Budget (Attachment B) to the Original Agreement, pursuant to City Council Resolution No 86226 C.M.S.; and

WHEREAS, the City Council, pursuant to City of Oakland Resolution No. _____ has allocated an additional year of funding for the year ending June 30, 2018 to the Grantee to continue its children and youth related programs; and

WHEREAS, the Parties wish to amend the Original Agreement for the term July 1, 2017 through June 30, 2018 as provided herein.

The Parties hereby agree to amend the Original Agreement as follows:

1. Time for Performance

The time for performance of the Original Agreement is extended through June 30, 2018.

2. Scope of Work

Schedule A-1 ("Scope of Work") attached hereto and incorporated herein by reference shall become part of the Original Agreement, and governs the Grantees performance obligations for the term of this First Amendment. All references to "Schedule A" in the Original Agreement, are hereby amended to include "Schedule A-1" for the period of this First Amendment.

3. Compensation

Grantee's funding for performance of the Scope of Work of "Schedule A-1" shall be in an amount based upon actual costs, but that will be "Capped" so as not to exceed EIGHTY EIGHT THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$88,360.00) for services provided under this First Amendment (as set forth in Schedule B-1 "Budget"). All references to "Schedule B" in the Original Agreement, are hereby amended to include "Schedule B-1" for the period of this First Amendment. The total grant amount over the entire contract period (including the Original Agreement and this First Amendment combined) shall not to exceed One Hundred Seventy Six Thousand Seven Hundred Twenty Dollars and No Cents (\$176,720.00).

Upon execution of this First Amendment, Grantee may be advanced an amount not to exceed SEVENTEEN THOUSAND SIX HUNDRED SEVENTY TWO DOLLARS AND NO CENTS (\$17,672.00) (20% of total First Amendment compensation). The advance will be offset against future invoices of the Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed.

4. Living Wage Adjustments

Effective July 1, 2017, the minimum compensation for Grantee's employees who perform services under or related to the Grant Agreement is the hourly wage rate of \$13.32 per hour if Grantee provides health benefits, or \$15.31 per hour if the Grantee does not provide health benefits to its employees.

5. Dispute Disclosure

Grantee has disclosed to the City any and all pending disputes with the City of Oakland prior to execution of this First Amendment. The City will provide a form for such disclosure upon Grantee's request. Failure to disclose pending disputes prior to execution of this First Amendment shall be a basis for termination of the Agreement.

6. Attachments

Grantee affirms that it has completed and attached all of the following documents, which are incorporated into this First Amendment by this reference, and made a part hereof.

- Exhibit A-1 – Scope of Services and Budget
- Combined Schedule C-1, K, N, N-1, P, V, Minimum Wage, and Affirmative Action.
 - C-1 – Declaration of Compliance with Americans with Disabilities Act
 - K – Pending Dispute Disclosure
 - N - Declaration Of Compliance With Living Wage Ordinance
 - N-1 – Equal Benefits – Declaration of Nondiscrimination
 - P – Nuclear Free Zone
 - V – Affidavit of Non-disciplinary or Investigatory Action
 - Acknowledgment of Oakland's Minimum Wage Law
 - Certification re Oakland's Affirmative Action policy
- Schedule E - Project Consultants Team Form
- Schedule O - Acknowledgment of City of Oakland Campaign Contributions
- Schedule Q (Revised 1/13/17)) - Insurance Requirements

All other terms and conditions of the Agreement, except for those modified by this First Amendment, shall remain unchanged and in full force and effect.

City:

CITY OF OAKLAND,
a California municipal corporation

City Administrator's Office (Date)

Department Head (Date)

Approved for form and legality:

City Attorney's Office (Date)

Grantee:

OAKLAND INTERNATIONAL HIGH
SCHOOL / OAKLAND UNIFIED
SCHOOL DISTRICT,
a California public entity

Devin Dillon 6-14-17
Signature (Date)

Devin Dillon
Print Name

Interim Superintendent
Title

Resolution No. _____

Account No.: _____

Business License No. : _____

James Harris
President, Board of Education

Kyla B. Johnson-Trammell
Secretary, Board of Education

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

By: Amy Brandt
Amy Brandt, Attorney at Law

File ID Number: 17-1911
Introduction Date: 10-11-17
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Bv:

COVER PAGE

Oakland International High School / Oakland Unified School District - OIHS Immigrant & Refugee Wellness Program

If your agency or program undergoes any staff changes, please remember to update the cover page.

Strategy Area

Student Success in School

Strategy

Student Engagement in Learning

Applicant/Fiscal Sponsor**Organization/Public Agency Name**

Oakland International High School / Oakland Unified School District

Project Title

OIHS Refugee & Immigrant Wellness Project

Project Website

<http://www.oaklandinternational.org/#!student-support-services/chao>

Project Description (600 character max.)

The OIHS Immigrant & Refugee Wellness program will provide a dedicated space on OIHS's campus to serve the socio-emotional needs of newly-arrived immigrants. The center will be a one stop shop for connections/referrals to services related to health, mental health, legal, immigration, housing, food security, health insurance and public benefits needs. To address academic, discipline and school-based services inequities, this project will provide wellness events, casemanagement to highest need students, gang intervention services, manhood development & a restorative justice program.

Designation

☐ Small and Emerging Organization (current organizational budget of 350K or less)

☒ Single Agency Applicant

☐ Collaborative

Executive Director

The Executive Director must serve as the Signatory that will sign the grant agreement and approve the quarterly progress reports. If there is a fiscal sponsor, the Executive Director of the fiscal sponsor should be listed.

First Name

Carmelita

Last Name

Reyes

Phone

510-597-4287

Email

carmelita.reyes@ousd.org

Contract Representative

This individual must be an employee of the contracting agency/fiscal agency and have the authority to negotiate scopes of work, budgets, and complete contracting documents. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

First Name

Lauren

Last Name

Markham

Title

Community School Manager

Email

lauren.markham@ousd.org

Phone

617-699-5114

Address

4521 Webster Street

City

Oakland

State

CA

Zip

94609

Program Representative

This individual is responsible for program implementation and able to answer any program specific questions. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

First Name	Last Name	Title
Lauren	Markham	Community School Manager
Email	Phone	
lauren.markham@ousd.org	617-699-5114	
Address		
4521 Webster Street		
City	State	Zip
Oakland	CA	94609
Service Sites		

You may list up to five primary service sites and their associated contact information.

Service Site 1**Site Name**

Oakland International High School

Address

4521 Webster Street

City	State	Zip
Oakland	CA	94609

Is Contact Person the same as Program Representative?

☒ Yes ☐ No

Person Authorization to pick-up Reimbursement Payments

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

First Name	Last Name	Title
Michelle	Rostampour	Case Manager
Phone	Email	
510-597-4287	michelle.rostampour@ousd.org	

Person Authorization to pick-up Reimbursement Payments

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

First Name	Last Name	Title
Lauren	Markham	Community School Manager
Phone	Email	
617-699-5114	lauren.markham@ousd.org	

Combined Grants Schedules



Business Name Oakland Unified School District Phone _____ Email _____
 Address 1000 Broadway City Oakland State CA Zip 94607 Federal ID # _____
 City of Oakland Business License Number N/A Completed by: Marion New Williams Phone if different 510-897-8101

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: _____
 Date: _____ Official(s), Staff person(s) involved: _____
 Administering Department/Division: _____ 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)	n/a
(2) How many of your permanent employees are paid above the Living Wage rate?	n/a
(3) How many of your permanent employees are paid below the Living Wage rate?	n/a
(4) Number of compensated days off per employee? (Refer to item "a" above)	n/a
(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) OEA, SEIU, UAW, AFSCME, CSEA, BCTC

Section B. Compliance

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

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

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

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

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)



I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.



I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: _____

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. Initial: MA

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: MA

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: MA

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: Marion McWilliams Title: General Counsel
Signature: Marion McWilliams Date: 6/14/17

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

SCHEDULE E PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.

Date 6/11/17**Note:**

The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Company Name: OVSD

Signed:

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
Youth development	Soccer without borders	4521 Webster St Oakland, CA 94609	415-912-7139	1790	\$15,393	✓				

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an ☒ Original _____ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name DUSD Phone 510 - 879 - 8200

Street Address 1000 Broadway City Oakland, State CA Zip 94607

Type of Submission (check one) _____ Bid _____ Proposal _____ Qualification ☒ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name n/a Phone _____ - _____ - _____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Marion McWilliams
Signature

Marion McWilliams
Print Name of Signer

6, 12, 17
Date

General Counsel
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: ____/____/____ By _____

Date Entered on Contractor Database: ____/____/____ By _____

Schedule Q

INSURANCE REQUIREMENTS

(Revised 01/13/17)

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 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. **Worker's 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/RBD**, 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 Contractor is the provider of services to persons with Alzheimer's or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

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 insured's 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 insured's 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 course of 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2016

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
1301 Dove St., Suite 200
Newport Beach, CA 92660
949-756-0271 • Fax 949-756-2713 • License No. 0C36861

CONTACT
NAME: _____
PHONE: _____ PHONE: _____

E-MAIL ADDRESS: _____

PRODUCER:
CUSTOMER ID # _____

INSURED:

Oakland Unified School District
1000 Broadway Street
Oakland, CA 94607

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New York Marine and General Insurance 16608

INSURER B: State National Insurance Company 12831

INSURER C: _____

INSURER D: _____

INSURER E: _____

INSURER F: _____

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)
	CLAIMS MADE						MED EXP (Any one person)
	OCCUR						PERSONAL & ADV INJURY
	GENT'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY						PRODUCTS-COMP/PROP AGG.
	PRO-JECT						COMBINED SINGLE LIMIT (Ea Accident)
	LOC						LIMIT
	AUTOMOBILE LIABILITY EXCESS OF SIR						BODILY INJURY (Per person)
	ANY AUTO						BODILY INJURY (Per accident)
	ALL OWNED AUTOS						PROPERTY DAMAGE (Per Accident)
	SCHEDULED AUTOS						
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DEDUCTIBLE						
	RETENTION						
A	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N		WC2016EPP00295	07/01/16	07/01/17	X WC STATUTORY LIMITS
B	ANY PROPRIETARY PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (MANDATORY IN N/A IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW)	N	N/A	NDE-0864119-16	07/01/16	07/01/17	E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Accord 101, Additional Remarks Schedules, if more space is required)

AS RESPECTS EVIDENCE ONLY

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

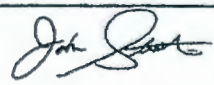
CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

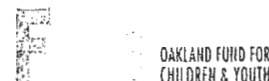
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Northern California ReLIEF		CERTIFICATE OF COVERAGE		Issue Date 6/22/2016	
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 300 Oakland CA 94607		ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLIEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> OCCURRENCE	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	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 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: This certificate is being issued for informational purposes only. No rights or coverage is afforded by this coverage.					
CERTIFICATE HOLDER: Proof of Insurance			CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.		
			 John Stephens AUTHORIZED REPRESENTATIVE		

DISCLAIMER

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.



Oakland Fund for Children and Youth

2017-2018

Fiscal Year Funding

Pre-Contract Disclosure

We/I understand that our organization is on the list of agencies being recommended for funding under the 2017-2018 OFCY funding cycle.

We/I understand that in their attempt to have executed contracts as close to July 1, 2017 as possible, OFCY is beginning to compile contract information before the list of recommended agencies has been approved by either the Life Enrichment Committee or the City Council and that all OFCY funding is contingent upon the final approval of the City Council.

Oakland Unified School District / oakland Intl High School
(name of organization) and its designated

representatives are participating in pre-contract negotiations with the understanding that there is a possibility that the City Council and/or Life Enrichment Committee may not approve the recommendations of the OFCY Planning and Oversight Committee.

Given the aforementioned, we are willing to participate in pre-contract negotiations.

Marion McWilliams

Print Name

[Signature]

Signature

General Counsel

Title

6/12/17

Date



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

OUSD Donation Form

Please complete the information requested on this form. **Attach your donation checks made payable to Oakland Unified School District with the name of the school referenced on the check's memo note.** For school sites receiving donations: deliver/mail check & form to the Office of your Regional Executive Officer/Network Executive Officer for processing and board review/preparation. For central office departments receiving donations: deliver/mail check & form to your department Office Manager for processing and board review/preparation.

Questions? Contact Betty Guerin at 879-8369 or by email at Betty.Guerin@ousd.k12.ca.us for further information.

Site No.	School Name	Donation's Purpose	Start Date	End Date	Donor	Donation Value*	Check Date	Check No.
353	Oakland International HS	Support Oakland International Wellness Center	7/1/2018	7/1/2019	OFCY	\$88,360		
Print Your Name: Carmelita Reyes								
Signature: <i>Carmelita Reyes</i>								
Job Title: Principal								
Date: 9/12/17								
Approval Signature by Regional Executive Officer/Network Executive Officer/Executive Officer: <i>Preston Thomas</i> <i>[Signature]</i> 9/1/17								

(*Donations or grants over \$5,000 require separate board review Registrar File ID Numbers.)



File ID Number	16-1870
Introduction Date	9-14-16
Enactment Number	16-1501
Enactment Date	9-14-16
By	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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

To: Board of Education

From: Antwan Wilson, Superintendent

Subject: Grant Award Acceptance – OFCY – Oakland International High School

ACTION REQUESTED:

Acceptance by the Board of Education of the OFCY Grant Award for Oakland International High School for fiscal year 2016-17.

BACKGROUND:

Grant proposals for OUSD schools for the 2016-2017 fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and Grant Award Notification attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
	x	Grant	Oakland International High School	Support OIHS Refugee & Immigrant Wellness Project	7/01/2016 thru 6/30/2017	OFCY – City of Oakland	\$88,360

DISCUSSION

The District created a Grant Face Sheet process to:

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

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

FISCAL IMPACT:

The total amount of grant will be provided to OUSD schools from the funder.

- Grants valued at: \$88,360

RECOMMENDATION:

Acceptance by the Board of Education of the OFCY Grant for Oakland International High School for fiscal year 2016-17.

Attachments: Copy of check and board memo
Face Sheet

Lauren Markham
Community School Manager
Oakland International High School / Oakland Unified School District
4521 Webster St
Oakland, CALIFORNIA 94609

Re: 2016-2017 OFCY Funding Recommendation

Dear Lauren Markham,

The Oakland Fund for Children and Youth Planning and Oversight Committee (POC) has completed its recommendation for grants for the FY2016-2019 OFCY grant cycle. The 2016-2019 funding package results from the POC's effort to balance a variety of complex issues. Throughout the review process, the Review Committee was committed to the selection of programs that fit with the OFCY Strategic Investment Plan goals and strategies to provide activities identified and services to address specific needs and populations.

Each proposal was scored by reviewers using criteria provided to applicants in the OFCY 2016-2019 Request for Proposals (RFP). An average of reader scores provided a ranking of applications by funding strategy, with funding considerations provided to the top ranked proposals in each strategy. A baseline was established within each strategy based on the funding allocated for the strategy within the RFP and Strategic Investment Plan compared to the funds requested from the top ranked applicants. Additional factors were considered in the review for proposals conducted by Committee members for both proposals above the baseline and below. These factors included alignment of the proposals to the intention of the funding strategy, system partnerships, services to specific populations, costs of services and scope of services, past performance of current OFCY grantees, and geographic and equitable distribution of services.

Application Status

We are pleased to inform you that your application in the funding strategy **Student Engagement in Learning** for the project **OIHS Refugee & Immigrant Wellness Project** in the amount of **\$88,350** has been recommended for funding by the POC at their meeting on April 20, 2016. There is a possibility that the recommendation can still be modified, and it is subject to final approval by the POC and the Oakland City Council.

In the event that your awarded amount is less than proposed, you may not appeal to obtain more funding. Please speak with OFCY staff to go over modifications to your budget and to confirm your continued interest in receiving the OFCY grant at its recommended funding amount.

If your recommended grant amount is for less than proposed and this significantly impacts your ability to deliver services as proposed, please call Mike Wetzel, OFCY Program Planner, at 510-238-3242 to schedule an appointment for initial discussion of the funded amount and scope of services planned for FY2016-2017. You will have an opportunity to adjust and finalize any changes to your Scope of Work and budget with OFCY staff in May and June.

Congratulations on your recommendation for funding. OFCY will notify you of your final funding status upon the City Council's approval of the grants by resolution in June 2016.

Sincerely,

Sandra L. Taylor

Sandra Taylor

Director, Oakland Fund for Children and Youth

Human Services Manager, City of Oakland

—
Lauren Markham

Community School Program Manager

Oakland International High School

4521 Webster Street | Oakland, CA | 94609

Office: 510.597.4287 x 230 | Cell: 510.842.6592

www.oaklandinternational.org



City of Oakland

LIONEL J. WILSON BUILDING • 150 FRANK H. OGAWA PLAZA, SUITE 4216 • OAKLAND, CALIFORNIA 94612

Human Services Department
Oakland Fund for Children and

(510) 238-3121
Youth FAX: (510) 238-7207
TDD: (510) 238-3254

June 8, 2016

Re: Formal Notification of OFCY 2016-2017 Funding Award Amount

Dear Applicant:

This letter is to notify you that the Oakland City Council approved the FY 2016-2017 Oakland Unified School District – OIHS Immigrant & Refugee Wellness Program for \$88,360.00.

We look forward to working with you.

Sincerely,

Michael Wetzel

Program Planner, Oakland Fund for Children and Youth



Carmelita Reyes <carmelita.reyes@ousd.org>

Fwd: Oakland International High School / Oakland Unified School District Award Letter

1 message

Lauren Markham <lauren.markham@ousd.org>

Fri, Jun 10, 2016 at 12:30 PM

To: Carmelita Reyes <carmelita.reyes@ousd.k12.ca.us>

For Michelle's position!

----- Forwarded message -----

From: Hill, Terry <THill@oaklandnet.com>

Date: Fri, Jun 10, 2016 at 1:51 PM

Subject: Oakland International High School / Oakland Unified School District Award Letter

To: Lauren Markham <lauren.markham@ousd.org>

Hello Lauren,

A hard copy of the letter below was mailed and also emailed to you. The City Council approved staff recommendations on this past Tuesday.

Terry

Lauren Markham

Community School Manager

Oakland International High School / Oakland Unified School District

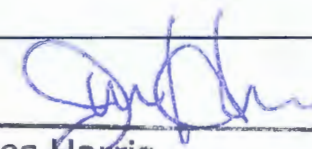
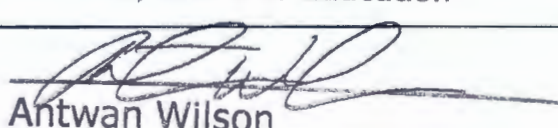
4521 Webster St

Oakland, CALIFORNIA, 94609


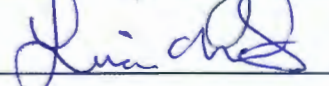
April 21, 2016

OUSD Grants Management Face Sheet

Title of Grant: OIHS Refugee & Immigrant Wellness Project OFCY	Funding Cycle Dates: July 2016- June 2017
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Sandra Taylor staylor@oaklandnet.com 510-238-7163 150 Frank Ogawa Plaza Ste 4212 Oakland Ca 94612	Grant Amount for Full Funding Cycle: \$88,360
Funding Agency: City of Oakland - OFCY	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?	Create and staff a Wellness Center at OIHS to provide ongoing support services to students in crisis (mental health, legal, housing, physical health etc.)
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 4.75% 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.)	N/A File ID Number: <u>16-1870</u> Introduction Date: <u>9-14-16</u> Enactment Number: <u>16-1501</u> Enactment Date: <u>9-14-16</u> By: <u>[Signature]</u>
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 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No  James Harris President, Board of Education
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  Antwan Wilson Secretary, Board of Education
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Carmelita Reyes, Principal Carmelita.Reyes@ousd.org Cell#510-435-3271

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Carmelita Reyes		6/10/16
Department Head (e.g. for school day programs or for extended day and student support activities)	Lucia Montez		8/15/16

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Veron Hall		
Superintendent	Antwan Wilson		

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

Whereas, pursuant to City of Oakland Resolution No 8622P 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 ***KIDS FIRST! Oakland Fund for Children and Youth*** grant; and

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of July 1, 2016 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OAKLAND UNIFIED SCHOOL DISTRICT, a California public entity ("Grantee").

2. Scope of Work

Grantee 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.

Grantee 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.

3. 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. Evaluation. 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.
- b. Technical Assistance. 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.

4. Time of Performance

The grant term shall be for one year beginning July 1, 2016 and shall end on June 30, 2017.

5. 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 EIGHT EIGHT THOUSAND THREE HUNDRED AND SIXTYDOLLARS (\$88,360.00) ("Authorized Funds") in fiscal year 2016 - 2017 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 \$17,672.00 (20% of total grant amount for Year Round programs, or 75% 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. 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**.
- c. 25% Matching Requirement - 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.
- d. 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.
- e. Disbursements - 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.

6. 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.

7. Grantee's Rights, Responsibilities, and Qualifications

- a. Independent Contractor - 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. The parties expressly agree that Grantee is neither an employee nor an independent contractor of the City of Oakland. Grantee 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 Grantee in the performance of Work hereunder. Grantee 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 Grantee's own acts and those of Grantee's subordinates and employees. Grantee will determine the method, details and means of performing the Work described in **Schedule A**. Grantee 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 Grantee for Work under this Agreement. On request, Grantee will provide the City with proof of timely payment. Grantee agrees to defend and indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Grantee'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 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 case a Grantee has entered into 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. Publicity - 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. Attribution of Funding - 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.

8. Audit

Grantee 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.

Grantee 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 Grantee under this Agreement.

9. Assignment

Grantee 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.

10. Conflict of Interest

a. Grantee

The following protections against conflict of interest will be upheld:

- i. Grantee 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. 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.
- iii. Grantee 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 Grantee.
- iv. 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.

- v. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters 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 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. Grantee agrees to promptly disclose to 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.).
 - vi. Grantee understands that in some cases Grantee or persons associated with Grantee 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. Grantee further understands that, as a public officer or official, Grantee or persons associated with Grantee may be disqualified from future City contracts to the extent that Grantee 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. Grantee understands that the Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25) prohibits Grantee from hiring a "Public Servant", including certain former City employees, councilmembers, or Planning and Oversight Committee members, in order to prepare or present grant proposals to the POC. Grantee shall direct inquiries to the Oakland Public Ethics Commission.
 - viii. 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.
- b. No Waiver
Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

11. Non-Discrimination/Equal Employment Practices

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

- a. Grantee and Grantee's 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. Grantee and Grantee's Subcontractors 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 age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- 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.

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

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

13. 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 Grantee 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 Grantee must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – As of July 1, 2016, said employees shall be paid an initial hourly wage rate of \$12.93 with health benefits or \$14.86 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 \$1.93 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 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. 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 subcontractors 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 the City Administrator, Contract Compliance & Employment Services Division.

14. 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.

15. 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.

16. 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 Grantees 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, Grantee must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

17. Nuclear Free Zone Disclosure

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

18. Insurance

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

19. Indemnification

Grantee 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 Grantee, its officers, employees, subconsultants or agents.

Grantee 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 Grantee by City and continues at all times thereafter.

All of Grantee'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.

20. 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.

21. 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.

22. Religious Prohibition
There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.
23. Business Tax Certificate
Grantee shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.
24. Fraud, Waste and Abuse
Grantee shall immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work
25. Termination For Cause or Non-Appropriation
The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Grantee breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within 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, 2017.

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

29. 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 Grantee 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

Oakland Unified School District
1000 Broadway
Oakland, CA 94612

Attn: Lauren Markham

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.

30. Non-Liability of City

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

31. 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.

32. 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 Grantee 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.

33. Modification

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

34. 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.

35. Inconsistency

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

36. Approval

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

City of Oakland,
a municipal corporation

James Harris
Oakland Unified School District,
a California Corporation etc.
President, Board of Education 12/5/16

(City Administrator's Office) (Date)

(Signature) (Date) 12/5/16
Title:
Antwan Wilson
Secretary, Board of Education
Business Tax Certificate No.

(Department Head Signature) (Date)

Approved as to form and legality:

Resolution Number

(City Attorney's Office Signature) (Date)

Accounting Number

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

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.

35. Inconsistency

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

36. Approval

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

City of Oakland,
a municipal corporation

Oakland Unified School District,
~~a California Corporation etc.~~
California public entity

(City Administrator's Office) (Date)

(Signature) (Date)

Title: _____

(Department Head Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

Resolution Number

(City Attorney's Office Signature) (Date)

Accounting Number

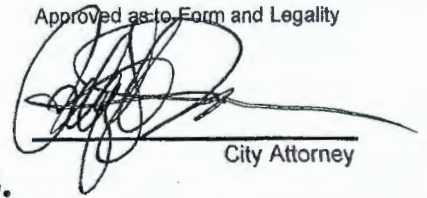
OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *Marie McWilliams*
Marie McWilliams Attorney at Law

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2016 MAY 12 PM 12:09 OAKLAND CITY COUNCIL

RESOLUTION No. 86226 C.M.S.

Approved as to Form and Legality



City Attorney

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 \$14,836,101 FOR FISCAL YEAR 2016-2017, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2017-2018 AND 2018-2019 PENDING COUNCIL APPROVAL

WHEREAS, Measure K/Kids First! Initiative established the Oakland Fund for Children and Youth ("OFCY") in 1996 to help young people grow to become healthy, productive, and honorable adults; and

WHEREAS, the passage of Measure D in 1998 revised the Kids First Charter Amendment and established a second 12-year life cycle for the Kids First! Children's Fund administered through the Oakland Fund for Children and Youth;

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

WHEREAS, the revenue appropriation for Fiscal Year (FY) 2016-2017 to the Kids First! Oakland Children's Fund (Fund 1780) was approved in the FY 2015-2017 Adopted Policy Budget and 90% of the appropriation in the amount of \$13,081,037 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 2016-2017 OFCY Contract Project (P485230) and these funds are available for allocation to grants; and

WHEREAS, 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 prior revenue adjustment has resulted in an unspent project balance of \$2,521,989 in Kids First! Oakland Children's Fund (1780) from Youth Services Organization (78251), Services Contracts Account (54911), OFCY Contract FY 2014-2015 ADJ Project (P463731), and \$1,755,064 of these funds are available for allocation to grants; and

WHEREAS, in October 2015, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 85844 C.M.S.) with priority areas: 1) Early Childhood, 2) Student Success in School, 3) Youth Development and Empowerment, and 4) Transitions to Adulthood; and

WHEREAS, in November 2015, the POC published a Requests for Proposals based on the adopted OFCY Strategic Investment Plan 2016-2019 and conducted an "open and fair" competitive review process for the selection of grants for the OFCY 2016-2019 grant cycle; and

WHEREAS, in January 2016, OFCY received 237 proposals and responses from private non-profit and public entities to provide services for the OFCY grant cycle 2016-2019; and

WHEREAS, the OFCY staff and trained reviewers have evaluated 237 proposals for the Oakland Fund for Children and Youth in accordance with the criteria in the Request for Proposals; and

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

WHEREAS, the POC recommends the following 150 grant funding awards in the amounts specified below for FY 2016-2017, and as renewable with City Council approval for FY 2017-2018 and FY 2018-2019:

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #1: Early Childhood Mental Health Consultations			
1	Family Paths, Inc.	Early Childhood Mental Health Collaborative	\$250,000
2	Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$300,000
3	Lincoln Child Center, Inc.	Early Childhood Mental Health Consultation	\$150,000
Subtotal:			\$700,000

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #2: Parent Support and Education			
4	East Bay Agency for Children	Parent Child Education Support Program	\$100,783
5	East Bay Community Recovery Project	Project Pride	\$75,000
6	Family Paths, Inc.	Abriendo Puertas/Opening Doors Parent Education	\$82,048
7	Lotus Bloom	Multicultural Family Resource Centers	\$298,689
8	Lotus Bloom	School Readiness Playgroups	\$75,000
9	Oakland Parents Together	Listening to Children Parent Cafes	\$75,000
10	Oakland Parks and Recreation	Sandboxes to Empowerment	\$150,000
11	The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$133,800
12	Oakland Unified School District	Community Schools and Student Services-Expanded Learning	\$93,770
13	Our Family Coalition	Building Strong Children in LGBTQ Families	\$92,000
14	Prescott-Joseph Center for Community Enhancement, Inc.	Prescott Joseph Center's Pre-preschool Program	\$50,000
15	Northern California Society to Prevent Blindness, an Affiliate of the National Society to Prevent Blindness	Vision Awareness & Education for Low-income Oakland Families	\$29,803
16	Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$298,909
17	Tandem, Partners in Early Learning	Community Capacity Building - Training in Early Learning	\$56,434
18	UCSF Benioff Children's Hospital Oakland	Pillars of Parenting Support (POPS) Program	\$92,000
Subtotal:			\$1,703,237

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #3: School-based after school			
19	Alternatives in Action	Life Academy Middle School	\$85,000
20	Bay Area Community Resources	Alliance Academy	\$105,000
21	Bay Area Community Resources	Bridges Academy	\$72,000
22	Bay Area Community Resources	Elmhurst Community Prep	\$85,000
23	Bay Area Community Resources	Emerson Elementary	\$72,000
24	Bay Area Community Resources	Esperanza Elementary	\$92,000
25	Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$92,000
26	Bay Area Community Resources	Futures Elementary	\$72,000
27	Bay Area Community Resources	Global Family	\$72,000
28	Bay Area Community Resources	Grass Valley Elementary	\$72,000
29	Bay Area Community Resources	Greenleaf Elementary	\$72,000
30	Bay Area Community Resources	Hoover Elementary	\$72,000
31	Bay Area Community Resources	Howard Elementary	\$92,000
32	Bay Area Community Resources	Lafayette Elementary	\$72,000
33	Bay Area Community Resources	Madison Park Academy (Middle)	\$85,000
34	Bay Area Community Resources	Markham Elementary	\$92,000
35	Bay Area Community Resources	Martin Luther King, Jr. Elementary	\$72,000
36	Bay Area Community Resources	Preparatory Literary Academy Of Cultural Excellence	\$72,000
37	Bay Area Community Resources	Sankofa Academy	\$85,000
38	Citizen Schools, Inc.	Roots International Academy	\$105,000
39	Eagle Village Community Center Youth and Family Services, Inc.	Westlake Middle School	\$85,000
40	East Bay Agency for Children	Achieve Academy	\$91,964
41	East Bay Agency for Children	Rise Community	\$72,000
42	East Bay Asian Youth Center	Bella Vista Elementary	\$72,000
43	East Bay Asian Youth Center	Cleveland Elementary	\$72,000
44	East Bay Asian Youth Center	Edna Brewer Middle School	\$85,000
45	East Bay Asian Youth Center	Franklin Elementary	\$72,000
46	East Bay Asian Youth Center	Frick Middle School	\$85,000
47	East Bay Asian Youth Center	Garfield Middle School	\$90,870
48	East Bay Asian Youth Center	La Escuelita Elementary	\$104,786
49	East Bay Asian Youth Center	Lincoln Elementary School	\$72,000
50	East Bay Asian Youth Center	Manzanita Middle School	\$90,870
51	East Bay Asian Youth Center	Roosevelt Middle	\$85,000
52	East Bay Asian Youth Center	Urban Promise Academy Middle School	\$85,000
53	Girls Incorporated of Alameda County	Acorn Woodland Elementary School	\$92,000
54	Girls Incorporated of Alameda County	Allendale	\$72,000

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #3: School-based after school (cont.)			
55	Girls Incorporated of Alameda County	East Oakland Pride	\$72,000
56	Girls Incorporated of Alameda County	Horace Mann	\$72,000
57	Girls Incorporated of Alameda County	Reach Academy	\$72,000
58	Higher Ground Neighborhood Development Corp	Brookfield Elementary	\$72,000
59	Higher Ground Neighborhood Development Corp	Madison Park Academy - (Elementary)	\$92,000
60	Higher Ground Neighborhood Development Corp	New Highland Elementary School	\$72,000
61	Higher Ground Neighborhood Development Corp	Parker Elementary School	\$85,000
62	Lighthouse Community Charter School	Lighthouse Community Charter School	\$85,000
63	Oakland Leaf Foundation	ASCEND	\$103,914
64	Oakland Leaf Foundation	Bret Harte Middle	\$85,000
65	Oakland Leaf Foundation	EnCompass	\$72,000
66	Oakland Leaf Foundation	International Community School	\$92,000
67	Oakland Leaf Foundation	Learning Without Limits	\$92,000
68	Oakland Leaf Foundation	Think College Now	\$72,000
69	Safe Passages	Coliseum College Prep Academy (CCPA)	\$85,000
70	Safe Passages	Communities United Elementary School (CUES)	\$91,369
71	Safe Passages	United For Success Academy	\$85,000
72	San Francisco Bay Area Council, Learning for Life	Carl B. Munck Elementary	\$72,000
73	San Francisco Bay Area Council, Learning for Life	Fruitvale Elementary School	\$72,000
74	San Francisco Bay Area Council, Learning for Life	Laurel Community Partnership Academy	\$72,000
75	San Francisco Bay Area Council, Learning for Life	Manzanita SEED	\$72,000
76	Ujima Foundation	Burckhalter Elementary	\$72,000
77	YMCA of the East Bay	Piedmont Avenue Elementary	\$72,000
78	YMCA of the East Bay	West Oakland Middle	\$85,000
Subtotal:			\$4,882,773

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
Strategy #4: Student Engagement in Learning			
79	Alternatives in Action	FOCUS: Fremont - Our Community United for Success	\$100,000
80	Destiny Arts Center	DAC: Havenscourt Artists-at-School Residency	\$100,000
81	East Bay Asian Youth Center	9th Grade Transition	\$75,000
82	East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$75,000
83	Girls Incorporated of Alameda County	Daytime Literacy Intervention and Engagement	\$102,000
84	Lincoln Child Center, Inc.	New Highland-Rise Family Resource Center	\$79,754
85	Lincoln Child Center, Inc.	West Oakland Initiative	\$100,000
86	Oakland International High School / Oakland Unified School District	OIHS Immigrant & Refugee Wellness Program	\$88,360
87	Oakland Unified School District	OUSD Student Engagement in Restorative Justice	\$100,000
88	Student Program for Academic and Athletic Transitioning	Middle School Student Engagement in Learning	\$30,000
89	Youth Alive	Youth ALIVE! Targeted Engagement for Youth Exposed to Violence	\$65,000
Subtotal:			\$915,114

Strategy #5: Year-Round Youth Development and Empowerment			
90	Alameda Family Services	DreamCatcher Youth Services	\$50,000
91	Alternatives in Action	Life - AIAHS - McClymonds	\$100,000
92	American Indian Child Resource Center	Culture Keepers	\$50,000
93	Asian Pacific Environmental Network (APEN)	AYPAL: Building API Community Power	\$75,000
94	Attitudinal Healing Connection, Inc.	West Oakland Legacy & Leadership Project	\$100,000
95	Bay Area Girls' Rock Camp	Girls Rock After School Program (GRASP) and Girls Rock Summer Camp	\$50,000
96	Bay Area Outreach & Recreation Program	Sports & Recreation for Youth with Disabilities	\$43,400
97	Boys & Girls Clubs of Oakland	Educational Programs for the Youth of Oakland	\$150,000
98	Brothers on the Rise	Brothers, UNITE!	\$107,443
99	Center for Media Change	Hack the Hood Bootcamp	\$150,000
100	Chapter 510 INK	Dept of Make Believe	\$75,000
101	College Track	College Track Oakland	\$150,000
102	Communities United for Restorative Youth Justice	Homies 4 Justice	\$50,000
103	Community Works West Inc.	Project WHAT	\$80,000
104	Dimensions Dance Theater, Inc.	Rites of Passage	\$75,000

Strategy #5: Year-Round Youth Development and Empowerment (cont.)

Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
105	East Bay Asian Local Development Corporation	Lion's Pride	\$105,000
106	East Oakland Boxing Association	SmartMoves Education and Enrichment Program	\$127,012
107	East Oakland Youth Development Center	After School Leadership Academy	\$150,000
108	First Place for Youth	First Steps Community Resource Center	\$150,000
109	Fresh Lifelines for Youth, Inc.	FLY Leadership Program	\$75,000
110	Health Initiatives for Youth, Inc.	Youth Development & Empowerment	\$95,738
111	La Clinica de La Raza, Inc.	Youth Brigade	\$147,899
112	Music Is Extraordinary, Inc.	Preparatory Studies in Music	\$75,000
113	Native American Health Center, Inc.	Community Wellness Department Youth Services	\$150,000
114	Oakland Kids First	REAL HARD Youth Leadership	\$80,000
115	Oakland Leaf Foundation	Love Cultivating Schoolyards	\$40,000
116	Oakland Parks and Recreation	Oakland Discovery Centers	\$150,000
117	The Oakland Public Education Fund	Media Enterprise Alliance	\$50,000
118	Project Re-Connect Inc.	Family Connections/Leaders Connect	\$75,000
119	Refugee Transitions	Newcomer Community Engagement Program	\$171,054
120	Safe Passages	Get Active	\$149,998
121	Teen Success, Inc.	Supporting Teen Mothers Program	\$35,000
122	Youth Alive	Teens on Target Youth Leadership	\$108,000
123	Youth Speaks, Inc.	Arts In Education	\$150,000
124	Youth UpRising	Youth and Development	\$75,000
Subtotal:			\$3,465,544

Strategy #6: Summer Youth Development and Empowerment

125	Aim High for High School	Aim High/Oakland	\$150,000
126	Destiny Arts Center	Summer with Destiny	\$97,037
127	East Bay Asian Youth Center	Camp Thrive	\$118,956
128	East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$150,000
129	Edventuremore!	Camp Edmo	\$50,000
130	Family Support Services of the Bay Area	Kinship Summer Youth Program	\$111,000
131	Girls Incorporated of Alameda County	Concordia Summer	\$62,734
132	Lincoln Child Center, Inc.	Oakland Freedom Schools	\$149,674
133	Oakland Leaf Foundation	Oakland Peace Camp (OPC)	\$30,000
134	Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$30,000
135	Rose Foundation for Communities and the Environment	New Voices are Rising	\$35,000
136	Social and Environmental Entrepreneurs (SEE), Inc.	Acta Non Verba: Youth Urban Farm Project	\$59,500
Subtotal:			\$1,043,901

Strategy #7: Career Awareness and Academic Support for Older Youth			
Grant ID	Agency Name	Program Name	Grant Contract (not to exceed)
137	Alameda Health System	Oakland Health Careers Collaborative	\$300,000
138	Better Health East Bay Foundation	Youth Bridge Workforce Development Program	\$117,533
139	Beyond Emancipation	GROW Oakland	\$100,000
140	Center for Media Change, Inc.	A-Team	\$150,000
141	Centro Legal de la Raza	Youth Law Academy	\$150,000
142	Civicorps	Academic and Professional Pathway	\$100,000
143	Covenant House California	CHC Transitional Services	\$150,000
144	East Bay College Fund	Oakland Promise College and Career Access and Success Program	\$213,000
145	Juma Ventures	Pathways to Advancement	\$115,000
146	Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$55,000
147	Oakland Unified School District	Exploring College and Career Options	\$150,000
148	Spanish Speaking Unity Council of Alameda County, Inc.	Oakland Youth Engaged (OYE)	\$75,000
149	The Youth Employment Partnership, Inc.	Building Green Futures	\$300,000
150	Youth Radio	Digital Communications Pathways	\$150,000
Subtotal:			\$2,125,533
TOTAL			\$14,836,101

; 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, therefor 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 Council approves the allocation of unspent monies from the prior year revenue adjustment in the amount of \$1,755,064 from Kids First! Oakland Children's Fund (Fund 1780) Youth Services Organization (78251), Account Services Contracts (54911), OFCY Contract FY 2014-2015 ADJ Project (P463731) for OFCY grants for FY 2016-2017; 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 \$14,836,101 for FY2016-2017, 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.

IN COUNCIL, OAKLAND, CALIFORNIA, JUN 07 2016

PASSED BY THE FOLLOWING VOTE:

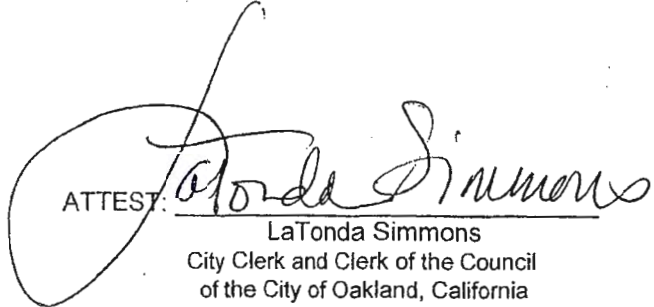
AYES- BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, AND
PRESIDENT GIESON MCELHANEY - 8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST:


LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

COVER PAGE

Oakland International High School / Oakland Unified School District - OIHS Immigrant & Refugee Wellness Program

If your agency or program undergoes any staff changes, please remember to update the cover page.

Strategy Area

Student Success in School

Strategy

Student Engagement in Learning

Applicant/Fiscal Sponsor**Organization/Public Agency Name**

Oakland International High School / Oakland Unified School District

Project Title

OIHS Refugee & Immigrant Wellness Project

Project Website

<http://www.oaklandinternational.org/#!student-support-services/chao>

Project Description (600 character max.)

The OIHS Immigrant & Refugee Wellness program will provide a dedicated space on OIHS's campus to serve the socio-emotional needs of newly-arrived immigrants. The center will be a one stop shop for connections/referrals to services related to health, mental health, legal, immigration, housing, food security, health insurance and public benefits needs. To address academic, discipline and school-based services inequities, this project will provide wellness events, casemanagement to highest need students, gang intervention services, manhood development & a restorative justice program.

Designation

☐ Small and Emerging Organization (current organizational budget of 350K or less)

☒ Single Agency Applicant

☐ Collaborative

Executive Director

The Executive Director must serve as the Signatory that will sign the grant agreement and approve the quarterly progress reports. If there is a fiscal sponsor, the Executive Director of the fiscal sponsor should be listed.

First Name

Carmelita

Last Name

Reyes

Phone

510-597-4287

Email

carmelita.reyes@ousd.org

Contract Representative

This individual must be an employee of the contracting agency/fiscal agency and have the authority to negotiate scopes of work, budgets, and complete contracting documents. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

First Name

Lauren

Last Name

Markham

Title

Community School Manager

Email

lauren.markham@ousd.org

Phone

617-699-5114

Address

4521 Webster Street

City

Oakland

State

CA

Zip

94609

Program Representative

This individual is responsible for program implementation and able to answer any program specific questions. This individual will receive all OFCY updates and information and has the responsibility to forward the communication to the appropriate project staff.

First Name	Last Name	Title
Lauren	Markham	Community School Manager
Email	Phone	
lauren.markham@ousd.org	617-699-5114	
Address		
4521 Webster Street		
City	State	Zip
Oakland	CA	94609
Service Sites		

You may list up to five primary service sites and their associated contact information.

Service Site 1**Site Name**

Oakland International High School

Address

4521 Webster Street

City	State	Zip
Oakland	CA	94609

Is Contact Person the same as Program Representative?

☒ Yes ☐ No

Person Authorization to pick-up Reimbursement Payments

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

First Name	Last Name	Title
Michelle	Rostampour	Case Manager
Phone	Email	
510-597-4287	michelle.rostampour@ousd.org	

Person Authorization to pick-up Reimbursement Payments

These are the ONLY people authorized to pick up reimbursements with valid picture identification. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursements.

First Name	Last Name	Title
Lauren	Markham	Community School Manager
Phone	Email	
617-699-5114	lauren.markham@ousd.org	

DEMOGRAPHICS

Oakland International High School / Oakland Unified School District - OHS Immigrant & Refugee Wellness Program

Estimate the total clients your program projects to serve during the period July 1, 2016 through June 30, 2017 if funded by OFCY. For each client to be served in your OFCY-funded program, your program is required to have a signed Release of Information Form stating that the client gives permission for the

Grantee to input their information into a database for purposes of evaluating program and fund performance. Your program will be required to enter client demographic data including name, date of birth, gender, race/ ethnicity, and zip code for each participant served through OFCY funding.

Total Unduplicated Youth Participants (ages 0-20)			250
Youth Participants' Race / Ethnicity	# to be Served	% to be Served	
Black or African American	10	4.00%	
Hispanic or Latino	170	68.00%	
White	0	0.00%	
Asian (specific ethnicity unknown). If known, enter below.	31	12.40%	
Asian Indian	0	0.00%	
Chinese	5	2.00%	
Filipino	0	0.00%	
Japanese	0	0.00%	
Korean	0	0.00%	
Vietnamese	2	0.80%	
Middle East/North Africa	32	12.80%	
American Indian and Alaska Native	0	0.00%	
Native Hawaiian and Other Pacific Islander	0	0.00%	
Some Other Race	0	0.00%	
Two or More Races	0	0.00%	
Total			250
Youth Participants' Ages to be Served	# to be Served	% to be Served	
0 - 5 years	0	0.00%	
6 - 10 years	0	0.00%	
11 - 15 years	52	20.80%	
16-20 years	198	79.20%	
Total			250
Youth Participants' Residence	# to be Served	% to be Served	
<div>Find District</div>			
District 1	24	9.60%	
District 2	53	21.20%	
District 3	0	0.00%	
District 4	14	5.60%	
District 5	100	40.00%	
District 6	14	5.60%	
District 7	45	18.00%	
Total			250
Youth Participants' Gender	# to be Served	% to be Served	
Female	98	39.20%	
Male	152	60.80%	
Transgender	0	0.00%	
Total			250
Specific Populations	# to be Served	% to be Served	
Children with Disabilities	24	9.60%	
Foster Youth	8	3.20%	
Homeless Youth	15	6.00%	
LGBTQ Youth	5	2.00%	
Unaccompanied Minors	80	32.00%	

Youth Exposed to Violence
Total

150 60.00%
282

BUDGET

Oakland International High School / Oakland Unified School District - OIHS Immigrant & Refugee Wellness Program

PERSONNEL

Lead Agency Positions	First Name	Last Name	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
Case Manager	TBD	TBD	52318	1.00	52,318.00	52318.00	.00

Narrative for the row above

The Case Manager will be the main service point person on campus for a core caseload of the school's highest-need students; He/She will triage drop-ins and referrals to the Wellness Center (along with the Community School Manager) and will oversee volunteer case assistants. He/She will be funded entirely out of OFCY and supervised by the OIHS Community School Manager.

Community School Manager	Lauren	Markham	74000	0.50	37,000.00	0.00	37,000.00
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Narrative for the row above

Lauren Markham, the OIHS Community School Manager, will devote 50% FTE to supervising the Wellness Center, building/refining wellness partnerships, making/managing student referrals, and supervising the newly-hired Case Manager.

	Per Hour Rate	# Hours	Total Vol in-kind
Volunteer Hours (In- kind)	12.25	560	6,860.00
			4,418.02

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

Volunteer Case Assistants will support the wellness center with intakes and with time-intensive appointments

FRINGE	Fringe Rate 30%	26795.00	15695.00	\$11,100.00
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Narrative for the row above

30% FTE Estimated Benefits for Case Manager (1FTE) and Community School Manager (.5FTE); full 30% benefits from Case Manager requested from OFCY budget

PERSONNEL TOTAL	\$116,113.00	\$68,013.00	\$48,100.00
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	Total Project Budget	OFCY Funds Requested	Projected Match
OTHER DIRECT COSTS			
Duplicating/Copying	250.00	0.00	250.00
Narrative for the row above			
copies for program/wellness flyers and mailings, included in OIHS core budget			
Equipment Lease Agreement(s)	0.00	0.00	.00

Narrative for the row above n/a			
Equipment/Furniture Purchase	1500.00	0.00	1,500.00
Narrative for the row above OIHS will purchase desks, file cabinets, lamps, a safe and other basic supplies for the OIHS Wellness Center out of its own supply budget.			
Facility Rental	0.00	0.00	.00
Narrative for the row above n/a			
General Office Supplies/Software	400.00	0.00	400.00
Narrative for the row above OIHS will purchase office supplies--paper, pens, folders, staplers, etc--out of its core budget			
Postage	0.00	0.00	.00
Narrative for the row above n/a			
Program Materials and Supplies	500.00	0.00	500.00
Narrative for the row above OIHS will purchase program supplies such as tea, first aid kits/supplies, basic snacks, etc. out of its core budget			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above n/a			
Travel/Transportation	0.00	0.00	.00
Narrative for the row above n/a			
Professional Development	0.00	0.00	.00
Narrative for the row above n/a			
OTHER DIRECT COSTS TOTAL	\$2,650.00	\$0.00	\$2,650.00
YOUTH WAGES, STIPENDS, and INCENTIVES			
YOUTH WAGES			

	# of clients	Hourly Wage	Total Project Budget	OFCY Funds Requested	Projected Match
Youth Wages					
n/a	0	0.00	0.00	0.00	.00
Narrative for the row above n/a					
FRINGE	Fringe Rate	n/a	0.00	0.00	0
Narrative for the row above n/a					

YOUTH STIPEND

	# of clients	Stipend Amount	Total Project Budget	OFCY Funds Requested	Projected Match
Youth Stipends					
n/a	0	0.00	0.00	0.00	.00
Narrative for the row above n/a					

YOUTH INCENTIVES

		Total Project Budget	OFCY Funds Requested	Projected Match
Youth Incentives	# of clients			
n/a		0	0.00	0.00
Narrative for the row above				.00
n/a				

YOUTH WAGES, STIPENDS, and INCENTIVES SUBTOTAL

\$.00 \$.00 \$.00

		Total Project Budget	OFCY Funds Requested	Projected Match
SUBCONTRACTS				
<u>Soccer Without Borders</u>		15393.00	15393.00	.00
Narrative for the row above				
Soccer Without Borders will be contracted to provide daily individual mentorship/referrals/interventions, Manhood Development workshops, and Health/Wellness workshops.				
SUBCONTRACTOR TOTAL		\$15,393.00	\$15,393.00	\$.00

		Total Project Budget	OFCY Funds Requested	Projected Match
CONSULTANTS				
n/a		0.00	0.00	.00
Narrative for the row above				
n/a				
CONSULTANTS TOTAL		\$.00	\$.00	\$.00

SUBTOTAL WITHOUT INDIRECT COSTS (excluding subcontractor indirect costs)

\$133,423.00 \$82,673.00 \$50,750.00

SUBTOTAL WITHOUT INDIRECT COSTS

\$134,156.00 \$83,406.00 \$50,750.00

		Total Project Budget	OFCY Funds Requested	Projected Match
Indirect Costs (cannot exceed 11% of total direct costs). Currently: 6.88%				
Lead Agency Indirect		4954.31	4954.31	.00
Narrative for the row above				
OUSD's standard overhead rate is 5.94% of total grant award				
Subcontractor indirect				
Soccer Without Borders		733.00	733.00	0.00
SUBCONTRACTOR INDIRECT TOTAL		\$733.00	\$733.00	\$0.00
TOTAL				

\$139,110.31 \$88,360.31 \$50,750.00

Your OFCY Award amount is \$88,360.31

BUDGET - SUBCONTRACTOR

Oakland International High School / Oakland Unified School District - OIHS Immigrant & Refugee Wellness Program

Subcontractor Name

Soccer Without Borders

PERSONNEL

Subcontract or Positions	First Name	Last Name	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
Oakland Program Director	Ben	Gucciardi	40000	0.20	8,000.00	8000.00	.00
Narrative for the row above Oakland Program Director Ben Gucciardi will dedicate 20% FTE to coordinating group wellness sessions, individual student athlete intervention, and manhood development.							
Oakland Education Coordinator	Katy	Nagy	38000	0.10	3,800.00	3800.00	.00
Narrative for the row above Oakland Education Coordinator Katie Nagy will dedicate 10%FTE to coordinating group wellness programs (for girls) and providing individual referrals/mentoring							
	Per Hour Rate	# Hours	Total Vol in-kind				
Volunteer Hours (In- kind)	12.25	0	.00		.00		
Narrative for the row above n/a							
FRINGE	Fringe Rate 20%				2360.00	2360.00	\$.00
Narrative for the row above Fringe benefits for SWB calculated at 20% of FTE							
PERSONNEL TOTAL					\$14,160.00	\$14,160.00	\$.00

	Total Project Budget	OFCY Funds Requested	Projected Match
OTHER DIRECT COSTS			
Duplicating/Copying	0.00	0.00	.00
Narrative for the row above n/a			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above n/a			
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above n/a			
Facility Rental	0.00	0.00	.00
Narrative for the row above n/a			
General Office Supplies/Software	0.00	0.00	.00
Narrative for the row above n/a			
Postage	0.00	0.00	.00

Narrative for the row above
n/a

Program Materials and Supplies	500.00	500.00	.00
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Narrative for the row above

Program supplies for group sessions and individual case management, including snacks, program supplies (pens, paper, incentive charts), etc.

Telephone/Internet/Communications	0.00	0.00	.00
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Narrative for the row above

n/a

Travel/Transportation	0.00	0.00	.00
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Narrative for the row above

n/a

OTHER DIRECT COSTS TOTAL	\$500.00	\$500.00	\$.00
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YOUTH WAGES, STIPENDS, and INCENTIVES

YOUTH WAGES

YOUTH WAGES	# of clients	Hourly Wage	Total Project Budget	OFCY Funds Requested	Projected Match
n/a	0	0.00	0.00	0.00	.00
Narrative for the row above					
n/a					

FRINGE	Fringe Rate n/a	0.00	0.00	0
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Narrative for the row above

n/a

YOUTH STIPEND

YOUTH STIPEND	# of clients	Stipend Amount	Total Project Budget	OFCY Funds Requested	Projected Match
n/a	0	0.00	0.00	0.00	.00
Narrative for the row above					
n/a					

YOUTH INCENTIVES

YOUTH INCENTIVES	# of clients	Total Project Budget	OFCY Funds Requested	Projected Match
n/a	0	0.00	0.00	.00
Narrative for the row above				
n/a				

YOUTH WAGES, STIPENDS, and INCENTIVES SUBTOTAL	\$.00	\$.00	\$.00
SUBTOTAL WITHOUT INDIRECT COSTS	\$14,660.00	\$14,660.00	\$.00

	Total Project Budget	OFCY Funds Requested	Projected Match
Indirect Costs			
Indirect	733.00	733.00	.00
Narrative for the row above			
5% Indirect charged for overhead costs			
TOTAL	\$15,393.00	\$15,393.00	\$0.00

ACTIVITIES SUMMARY

Oakland International High School / Oakland Unified School District - OIHS Immigrant & Refugee Wellness Program

Group Activities

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			
Manhood Development Workshop, Soccer Without Borders [16-17]	Conflict Resolution & Restorative Justice	Oakland International High School	5.00	2	5	6	4	17	1.00	85.00

Service Description

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. Total of 17 sessions, one hour each, reaching at least 25 youth.

Monthly Student & Family Resource Events [16-17]	Health Education & Supportive Services	Oakland International High School	80.00	4	4	4	3	15	1.50	1800.00
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Service Description

OIHS will provide 12 monthly student/family resource events, reaching a total of 100 family members and 140 students over the course of the year, and providing benefits enrollment, vaccine support, healthcare signups, nutritional education and access to healthy, free food.

Team Wellness Workshop, Soccer Without Borders [16-17]	Health Education & Supportive Services	Oakland International High School	15.00	4	4	4	4	16	0.75	180.00
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Service Description

SWB will provide regular health & socio-emotional workshops to teams, on goal-setting, healthy relationships, RJ/Community Building, sexual health, nutrition & constructive conflict resolution. They will hold a minimum of 15 meetings with a minimum of 15 youth/session throughout each school year.

Tier 2 & Tier 3 Restorative Justice Circles [16-17]	Conflict Resolution & Restorative Justice	Oakland International High School	5.00	4	6	6	5	21	0.75	78.75
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Service Description

OIHS will offer bi-weekly RJ Tier 2 & 3 circles (harm circles, re-entry circles, circles of concern), for a total of 23 sessions at 45 minutes each, serving a total of at least 45 students.

Total				14	19	20	16	69		2143.75
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Individual Activities

Name	Category	Location	Avg. Session Part.	Sessions				Total # of Sessions	Avg Hours per Session	Units of Service (12 months)
				Q1	Q2	Q3	Q4			
Intensive, Ongoing Casemanagement [16-17]	Case Management & Mentorship	Oakland International High School	1.00	150	180	320	160	810	1.00	810.00

Service Description

Case Manager will support 25 students total, average of 15 hours/week of ongoing case management (average of 1 hour/session, since not all students will need intensive support each week), triaging systems of care.

Student Home Visits [16-17]	Assessment, Intervention, and Referrals	Oakland International High School	1.00	5	10	50	10	75	1.00	75.00
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Service Description

To increase student-family-school connections, OIHS staff will conduct a minimum of 75 one-hour home visits (including to shelters) throughout the course of the school year to discuss truancy issues, socio-emotional needs, discipline concerns and other issues.

Wellness Center Drop-In	Assessment, Intervention	Oakland International	1.00	378	512	671	318	1879	0.50	939.50
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Support on, and nal High
[16-17] Referrals School

Service Description

Provide in-depth support to 11 students/day (average of 30 mins/session) during the school year, referring students to health, mental health & other services, & triaging care for urgent issues. (Note that this activity also includes Student Athlete Interventions with Soccer Without Borders staff)

Total	533	702	1041	488	2764	1824.50
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Total Program Budget	OFCY Grant Requested	Total Match
\$139,110.31	\$88,360.31	\$50,750.00
Total Unduplicated Youth Participants		250
Total Units of Service		3968.25
OFCY Cost Per Unduplicated Participant	Total Cost Per Unduplicated Participant	Average Hours of Service per Unduplicated Participant
\$353.44	\$556.44	15.87
OFCY Cost Per Unit of Service	Total Cost Per Unit of Service	
\$22.27	\$35.06	

Oakland International High School

4521 Webster Street, Oakland, CA 94609

Phone 510-597-4287

Fax 510-597-4292



LETTER OF AGREEMENT

Oakland Fund for Children and Youth (OFCY)

OIHS Immigrant & Refugee Wellness Center

This Letter of Agreement establishes the intention of **Oakland International High School (OIHS)** and **Soccer Without Borders (SWB)** to work together if OFCY funds are awarded for the **OIHS Immigrant & Refugee Wellness Program**.

OIHS and SWB have worked in partnership since the school's inception, with SWB providing out-of-school time programming (during after school, weekends, school breaks and summer school) in health/wellness, teambuilding, and athletics, using the natural draw of soccer (especially among immigrant populations) to engage at-risk and hard-to-reach students and support students to build trusting relationships on campus with adults and fellow youth, particularly across perceived cultural divides. OIHS has relied on Soccer Without Borders to do informal and uncompensated conflict resolution for many years. OIHS is such a strong part of our school community that they have moved their primary Oakland offices to OIHS's campus. Over the course of the past two years, with our massive influx of Unaccompanied Minors, SWB has provided critical support and engagement to our school's most at-risk youth, ensuring that they engage in our school community

As part of this partnership, **Oakland International High School (OIHS)** will fulfill the following responsibilities:

- Provide office space, with access to phone, computer, copier, and basic office supplies, to SWB Staff on OIHS campus
- Provide weekly reports/updates on non-confidential socio-emotional issues of SWB core participants
- Support the logistical coordination of Manhood Development circles and Restorative Justice Circles
- Provide space and program supplies for Manhood Development activities, RJ circles, Health & Wellness events
- Respond in a timely manner (within 48 hours) to COST referrals made by SWB staff
- Provide bi-annual data reports to SWB, including data related to grades, truancy, attendance, reading levels/aptitudes

Soccer Without Borders (SWB) will fulfill the following responsibilities:

- Dedicate 20% FTE of Oakland Program Director, Ben Gucciardi, and 10% FTE of SWB Education Coordinator, Katy's Nagy, to support the wellness needs of OIHS youth through Manhood Development sessions, Restorative Justice Circles, Group Wellness Workshops, and daily individual mentoring/referrals during the school years 2016-2017, 2017-2018 & 2018-2019, for the duration of the school year and during summer school
- Coordinate and collaborate with OIHS on staffing and hiring decisions for OIHS-based SWB staff
- Coordinate a minimum of 15 Wellness workshops to 15 students/workshop, serving over 60 youth total, during the course of the subsequent three school years
- Coordinate Manhood Development workshops with the OIHS Dean of Discipline, serving a total of 25 youth/year in bi-weekly small group sessions.
- Support OIHS in periodic Tier 2 & Tier 3 Restorative Justice Circles (circles of concern, re-entry circles, and harm circles)
- Support with conflict mediation between and among students, and between staff and students

- Will support positive school culture and climate on OIHS campus, and engage highly at-risk youth and/or isolated youth in school programs and activities

JOINT RESPONSIBILITIES

- OIHS & SWB direct service staff will meet bi-weekly to review caseload and triage emergent issues
- OIHS and SWB management team will meet once/semester to review program goals and progress, discuss programmatic challenges, and review MOU/Letter of Agreement
- OIHS and SWB will keep attendance in group and individual activities and ensure timely and quality reporting

COMPENSATION AND TERM:

OIHS will contract a total of \$15,393.00/year, to cover personnel, fringe benefits and overhead costs, for the duration of the three year grant period.


SIGNATURES:


Ben Gucciardi, Oakland Program Director, SWB

7/11/16.
Date


Carmelita Reyes, Co-Principal, OIHS

7/10/16
Date


Veronica Garcia, Co-Principal, OIHS

7/10/16
Date

Memorandum of Understanding to Establish a Secure Electronic Data Collection System

Parties to This Memorandum of Understanding

This Memorandum of Understanding is entered into this first day of July, 2016 by and between The City of Oakland, and The Oakland Unified School District a grantee of the City of Oakland receiving Oakland Fund for Children and Youth (OFCY) funds to provide children and youth services (hereafter "Grantee").

Purpose

The City of Oakland, Grantee, and individuals served by Grantee will benefit from Cityspan's access to personally identifiable information for the purpose of conducting reporting and other data compilations in support of contract monitoring and program evaluation. This MOU sets out the terms and methods for secure and consensual handling of this information.

The OFCY Cityspan database allows the City of Oakland to support the valuable work that Grantee provides to clients who receive a comprehensive array of services funded by OFCY.

The database benefits both Grantee and The City of Oakland by:

- Eliminating redundancy in data collection and reporting.
- Reducing time and paperwork required for Grantee to submit invoices, progress reports, and evaluation data to The City of Oakland.
- Improving the quality of program analysis through the use of a limited set of core data elements shared across funded programs.
- Making available free database technical support to Grantee during all regular business hours.

The database also ensures that high quality information about service delivery is available to demonstrate the impact of OFCY implementation for the clients that are served. The database helps fulfill the goals of evaluation, making it possible to:

- Identify and analyze the effectiveness of existing practices and strategies to support continuous quality improvement in OFCY funded programs.
- Longitudinally track and analyze data to identify best practices, service patterns, gaps, and participant outcomes in relation to their level of service participation.
- Demonstrate how the intensity of services provided to clients, and the overlapping of services from multiple funded programs, leads to improved client outcomes.

Cityspan shall protect the confidentiality of all protected health information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Confidentiality of Medical Information Act (CMIA). The protocol for data security established for OFCY Grantees is set up to ensure that grantee agency data can be shared only if the identity of the individual client is protected, or as required by City, State, or Federal rules, regulations, or laws.

Data Collection Procedure

1. Grantee data will be collected via an online database administered by Cityspan. Personally identifiable client data will only be visible to the grantee that enters that data, to Cityspan, and to designated OFCY evaluator(s).
2. Grantee will be required to collect some individual level data such as client program participation. Identifying information – specifically, client first and last name and date of birth – will be collected in the Cityspan database.
3. Access to the online database is password protected. An authentication protocol prevents access to the database without a secure ID and password issued by Cityspan. Each grantee will determine which members of its agency have access to the database and what level of access they will have.
4. Electronic procedures will be implemented that terminate an electronic session after a predetermined time of inactivity, pursuant to HIPPA or CMIA standards, whichever is stricter. All accounts on the OFCY database will automatically log out if left idle for a designated period.

Data Matching Procedure

In order to support the evaluation of OFCY programs and the progress of individual clients, the evaluator may match Grantee data with data provided by the Oakland Unified School District (OUSD). There are two principles to the data matching procedure:

1. OUSD will not have access to Grantee's data from the Cityspan database. The only exceptions are OFCY Grantees in the School-based after school strategy who are jointly funded by OFCY and OUSD and are using the hybrid OFCY/OUSD Cityspan system.
2. The evaluator will not use individually identifiable information for anyone during program analysis.

Steps Involved in Data Matching Process:

- Grantee will enter names and dates of birth directly into the Cityspan database for each client.
- Cityspan will generate a unique “**Cityspan ID**” for each client.
- Cityspan sends the evaluator participant service data, Cityspan ID and identifying information.
- The evaluator matches participants to other data source records such as OUSD, using first name, last name, date of birth, ethnicity and gender – without OFCY service data.
- The evaluator strips the matched data records of any identifying information, keeping only the Cityspan ID intact before conducting data analysis of program impact.

Prohibition on Data Sharing

Absolutely no sharing of Grantee program data in the Cityspan OFCY database is allowed other than that specified in this MOU. However, if data is ordered by any City, State, or Federal agency/body, pursuant to applicable rules, regulations or laws, such data shall be provided.

Procedure for Obtaining Prior Written Consent from Clients

An Authorization to Release Confidential Information ("Consent Form") must be signed by each client before client data is collected and input or transferred into the Cityspan database. Grantee is responsible for discussion of confidentiality protocols with clients and parent/guardians and ensuring that they are informed about their rights.

In every case the original signed Consent Form will be kept by the Grantee and a copy will be provided to the client as well as the parent/guardian (if applicable). Authorization may be withdrawn at any time.

Grantee is expected to explain the Authorization process in a language understood by the client. If parent/guardian of the client does not speak the languages spoken by the Grantee staff, or cannot adequately read in the languages in which the Consent Form is available then it is the responsibility of the Grantee to provide an interpreter, or to read the form to the client or parent/guardian, and to sufficiently explain any difficult wording. Grantee shall respond fully, appropriately, and in a timely manner to the questions and concerns of the client and/or parent/guardian related to the forms or the confidentiality policy and procedures.

If the parent/guardians' ability to adequately understand and make decisions about their child's and their own participation in services is uncertain (e.g., due to age, cognitive impairment, extreme stress, or other factors), and a legally authorized representative is not available, the Grantee shall not release or disclose confidential information.

The authorization may be revoked at any time by the client or parent/guardian. To revoke the authorization, the client or parent/guardian should revoke the authorization in writing and submit it to the Grantee, who will then inform Cityspan as soon as is practicable. Actions taken by Cityspan or The City of Oakland prior to the revocation of the authorization may not be revoked. All confidential information on clients who have revoked their authorization will have identifying information removed from the Cityspan database in a timely manner.

Refusal to authorize sharing of confidential client information shall not preclude the client's receipt of Grantee's services. However, these clients will not be counted toward the achievement of Scope of Work projected benchmarks for unduplicated participants served and service hours (Units of Service).

Limitation on Disclosure of Confidential Information

Only aggregated data or non-personally identifiable individual data will be shared with the City of Oakland. De-identified information may be shared which neither identifies nor provides a reasonable basis to identify an individual. De-identified data may include the removal of specified identifiers of the individual and of the individual's relatives, household members, and employers, and is adequate only if Cityspan has no actual knowledge that the remaining information could be used to identify the individual.

City of Oakland and its auditors, including the City Auditor, will have access only to aggregated data or individual data stripped of personally identifying information. The City and its auditors, including the City Auditor will not have access to personally identifying information, including names and birth dates of a particular client being served by a Grantee. The City and its auditors, including the City Auditor will have access to anonymized data on a particular client or aggregate data about a program if that program is serving a small number of clients who could be identified simply by race, gender or age.

Each Grantee will be responsible for carefully monitoring the data collection and reporting of confidential Client information maintained in the Cityspan database. The original, signed copy of the Client's Consent Form- and any other information regarding the Client collected at any point in time on paper, printed from electronic files, or stored electronically- will be placed in a personal paper or electronic file folder, and stored in a location accessible only to Grantee staff who can document a direct, specific, and time-limited need for the confidential information to which they request access.

Cityspan has agreed to maintain the database as follows:

- Cityspan shall keep all confidential information in the strictest confidence.
- Cityspan will provide for the protection of confidential information with the most advanced security technology available, and will meet all applicable rules, regulations, and laws, including but not limited to, those set out in HIPAA and CMIA, and all other California and federal privacy regulations.
- Cityspan shall maintain a database that is compliant with HIPAA, CMIA, and shall follow all HIPAA and CMIA privacy requirements in the handling of personally identifiable information.
- Cityspan will report its data compilations in such a manner so as not to permit the release of personally identifiable information to persons other than those identified in this MOU.
- Cityspan will not disclose any personally identifiable information to any requesting person or entity aside from the evaluator, without prior written authorization from the Grantee, with the exception of any directive or order for information from any City, State or Federal agency/body pursuant to applicable rules, regulations or laws.
- Cityspan shall keep all data in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way such that unauthorized persons cannot retrieve or alter the information by using a computer, remote terminal, or other means.
- Cityspan shall instruct all staff with access to confidential information about the requirements for handling confidential information.
- Cityspan shall provide all staff having access to confidential information with statements of organizational policies and procedures for the protection of human subjects and data confidentiality.
- Cityspan agrees to defend, indemnify, and hold harmless the City of Oakland, its Councilmembers, officers, partners, agents, and employees, and all Grantees from and against

any and all liabilities resulting from injury or death to persons, unauthorized or negligent use or disclosure of confidential information,, and damage to or loss of tangible property of third parties, arising out of or resulting from the performance of Cityspan's services under this MOU to the extent attributable to the negligent acts or omissions of, or intentional injury by, Cityspan or its employees or agents.

- Cityspan agrees to return or destroy any Protected Health Information it receives from any Grantee inputting data into the online database as requested by Grantee or City, or as required by HIPAA or CMIA.
- Cityspan will comply with requirements for managing student education records as set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- Cityspan will provide technical support to all Grantees using the OFCY Cityspan database. Toward this end, Cityspan will operate a Help Desk by phone during all regular business hours, Monday through Friday excluding holidays from 9:00 a.m. to 5:00 p.m.

Responsibilities of the Parties:

Grantee:

- Grantee is responsible for maintaining password security to its own agency database user accounts. Each Grantee will have the ability to create user accounts and passwords that allow individuals to access the personally identifiable information entered into the database by their own agency.
- If a database user account assigned to a Grantee requires additions, amendments, or deletions, then the Grantee is responsible for contacting Cityspan during normal business hours to make those changes.
- Grantee will obtain a signed Consent Form from individuals (or from their parent or guardian if they are a minor) to input their personal information into the database and to participate in OFCY evaluation. Grantee will follow the procedure outlined above.
- Grantee will enter relevant information into the database and participate in the OFCY evaluation as a condition of funding.
- Grantee agrees to defend, indemnify, and hold harmless the City of Oakland, its Council Members, officers, partners, agents and employees from and against any and all liabilities resulting from injury or death to persons, unauthorized or negligent use or disclosure of confidential information, and damage or loss of tangible property of third parties arising out of or resulting from the performance of Grantee's obligations under this MOU to the extent attributable to the negligent acts or omissions of, or intentional injury by Grantee or its employees or agents.

The City of Oakland:

- The City of Oakland will not use its contractual relationship with Cityspan to compel Cityspan to deliver personally identifiable information.

Term

The term of this MOU shall be from July 1, 2016 to June 30, 2019. Any party may remove their data from the Cityspan OFCY database at any time with written notice to Cityspan. As soon as is reasonably practicable, any data owned by that party will then be returned or destroyed by Cityspan.

ACKNOWLEDGMENT

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

Agency: Oakland Unified School District

Print Name: Marion McWilliams

Title: General Counsel

Signature: [Signature] Date: 8/12/16

Combined Grants Schedules



Business Name Oakland Unified School District Phone 510-879-8535 Email marion.mccwilliams@ousd.org
 Address 1000 Broadway City Oakland State CA Zip _____ Federal ID # 94-6000385
 City of Oakland Business License Number N/A Completed by: Marion McWilliams Phone if different 510-879-8535

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: _____
 Date: _____ Official(s), Staff person(s) involved: _____
 Administering Department/Division: _____ 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)	4500
(2) How many of your permanent employees are paid above the Living Wage rate?	911
(3) How many of your permanent employees are paid below the Living Wage rate?	N/A
(4) Number of compensated days off per employee? (Refer to item "a" above)	per union contract
(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.	school district



SCHEDULE N- Subs

DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

For sub consultants/recipients/grantees (including City Financial Assistance Recipients (CFARs))

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$12.93 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$14.86 per hour (without benefits) , and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **Effective July 1, 2016 the new rates will be \$12.93 with health benefits and \$14.86 without health benefits.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (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 **\$1.93** 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. **Effective July 1, 2016, health benefits of at least \$1.93 per hour shall be paid to employee receiving the lower living wage rate of \$12.93.**
- (c) To inform employees of their eligibility for Earned Income Credits (EIC) and to provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov>.
- (d) To permit access to work sites for authorized City representatives to review the operation, payrolls and related documents, and to provide certified copies of relevant records upon request by the City; and
- (e) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

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. 4500 (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) OEA, SEIU, CSEA, AFSCME, Teamsters, BCTC, UAW'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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)



I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.



I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: _____

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. Initial: MM

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: MM

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: MM

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: Marion McWilliams

Title: General Counsel

Signature: [Signature]

Date: 8/12/16

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> 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 <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

To be completed by prime consultants only.

Date 8/23/16



Signed: Ben Zi

[illegible]

** (M = Male) (F = Female)

SCHEDULE N- Subs

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

For sub consultants/recipients/grantees (including City Financial Assistance Recipients (CFARs))

Employment Questionnaire

Please provide responses to the following questions:

Item No.	DESCRIPTION	RESPONSE	COMMENTS
1.	*How many permanent employees are employed with your company? (If less than 5 employees stop here)	4	
2.	How many of your permanent employees are paid above the Living Wage rate.		
	How many of your permanent employees are paid below the Living Wage rate.		
3.	Number of compensated days off per employee (Refer to item "a" on the other side of the form for the correct number of compensated days off.		
4.	Number of trainees in your company?		
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period no longer than 90 days.		

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Soccer without borders
Company Name

Po Box 3413, Oakland, CA
Address

510
Area Code

859-4874
Phone

7/14/16
Date

Ben Gucciardi
Signature of Authorized Representative

Ben Gucciardi
Type or Print Name

Director
Type or Print Title



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an ☒ Original _____ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Oakland Unified School District Phone _____ - _____ - _____

Street Address 1000 Broadway City Oakland, State CA Zip 94610

Type of Submission (check one) _____ Bid ☒ Proposal _____ Qualification _____ Amendment _____

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____ - _____ - _____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Marion McWilliams
Signature

8, 12, 16
Date

Marion McWilliams
Print Name of Signer

General Counsel
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: ____/____/____ By _____

Date Entered on Contractor Database: ____/____/____ By _____

Schedule Q

INSURANCE REQUIREMENTS

(Revised 05/06/16)

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 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. **Worker's 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/RBD**, 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: N/A

- 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. **Child Sexual/Abuse insurance.** If Contractor will have unsupervised (parent or guardian not present, or if on School property, School official not present) contact with persons under the age of 18 years, Contractor shall maintain child sexual/abuse insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

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 insured's 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 insured's 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 course of 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.



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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Fiscal Services Division

April 29, 2015

To Whom It May Concern

This is to certify that the Oakland Unified School District was founded in 1865 as a political subdivision of the State of California. As such, it is a tax-exempt, non-profit organization under the Internal Revenue Code section 170(c)(1).

The Federal Identification Number for the Oakland Unified School District is **94-6000385**.

Sincerely,

Daniel B. Menyon
Controller

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above Oakland Unified School District	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ School District	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1000 Broadway, Suite 450	Requester's name and address (optional)
	6 City, state, and ZIP code Oakland, CA 94607	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																														
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																														
<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>9</td><td>4</td><td></td><td>-</td><td>6</td><td>0</td><td>0</td><td>0</td><td>3 8 5</td></tr></table>		Social security number													-					or									Employer identification number									9	4		-	6	0	0	0	3 8 5
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Employer identification number																																														
9	4		-	6	0	0	0	3 8 5																																						

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <i>[Signature]</i> Controller Date ▶ 05.07.2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2016

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660		CONTACT NAME: Debra Hardwick PHONE (A/C No., Ext): 949-756-0271 E-MAIL ADDRESS: dhardwick@alliant.com FAX (A/C No.): 949-756-2713	
INSURED Oakland Unified School District 1000 Broadway Street Oakland CA 94607		INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine Group INSURER B: State National Ins Co, Inc. INSURER C: INSURER D: INSURER E: INSURER F:	
OAKLUNI-01		NAIC # 12831	

COVERAGES

CERTIFICATE NUMBER: 1235254911

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N/A	WC2016EPP00296 NDE-0864119-16	7/1/2016 7/1/2016	7/1/2017 7/1/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage Only. Subject to policy terms, conditions and exclusions.

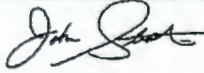
As respects the agreement between the City of Oakland and the Oakland Unified School District for OFCY Funds, term period from July 1, 2016 June 30, 2017. Waiver of subrogation in favor of City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers.

CERTIFICATE HOLDER

CANCELLATION

City of Oakland Department of Human Services 150 Frank H. Ogawa Plaza, Suite 4216 Oakland CA 94612-2092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

Northern California ReLIEF		CERTIFICATE OF COVERAGE		Issue Date 7/11/2016	
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 300 Oakland CA 94607		ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLIEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:			
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 checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	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 0171-108	7/1/2016 7/1/2017	\$ 250,000	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 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to the agreement between the City of Oakland and Oakland Unified School District for the Oakland Fund for Children and Youth grant through the coverage expiration date.					
CERTIFICATE HOLDER: City of Oakland Attn: Sandra Taylor, Dept. of HR 150 Frank H Ogawa Plaza, Suite 4216 Oakland CA 94612			CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.		
			 John Stephens AUTHORIZED REPRESENTATIVE		

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-08	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
Attn: Sandra Taylor, Dept. of HR
150 Frank H Ogawa Plaza, Suite 4216
Oakland CA 94612

As Respects:

As respects to the agreement between the City of Oakland and Oakland Unified School District for the Oakland Fund for Children and Youth grant through the coverage expiration date.

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Covered Party.



Authorized Representative

Issue Date: 7/11/2016

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on July 1, 2016
(DATE)

at 12:01 A.M. standard time, forms a part of

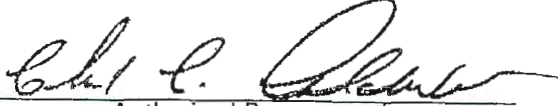
Policy No. WC2016EPP00296

of the New York Marine & General Insurance Co.
(NAME OF INSURANCE COMPANY)

issued to Oakland Unified School District

Premium (if any) \$

N/A


Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As required by written contract for the above Insured,
to issue throughout the policy period.

All work is to be completed in the state of California.

This waiver will expire July 1, 2017

Typist: Strike out third sentence if in applicable.

Schedule Q

INSURANCE REQUIREMENTS

(Revised 05/06/16)

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 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. **Worker's 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/RBD**, 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. **Child Sexual/Abuse insurance.** If Contractor will have unsupervised (parent or guardian not present, or if on School property, School official not present) contact with persons under the age of 18 years, Contractor shall maintain child sexual/abuse insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

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 insured's 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 insured's 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 course of 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.