File ID Number	20-1438
Introduction Date	8/12/20
Enactment Number	20-1173
Enactment Date	8/12/2020
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OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education

August 12, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent Lucia Moritz, High School Network Superintendent Rebecca Lacocque, Director, High School Linked Learning Department

 Subject:
 Grant Agreement - Bay Area Community College Consortium - K12 Strong Workfoce Program -Cabrillo Community College District - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement from the Bay Area Community College Consortium via the Cabrillo Community College District, in the amount of \$1,416,149.00, to support the K12 Strong Workforce Program to create, support, and/or expand high-quality career technical education programs at the K12 level for the period of July 1, 2020 through December 31, 2022, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD high schools for the 2020-2021 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Туре	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-1438	Yes	Grant	Oakland Unified School	To support the K12 Strong Workforce	July 1, 2020	Bay Area Community	\$1,416,149.00
			District, High School	Program to create, support, and/or	through December	College Consortium via	
			Linked Learning Office	expand high-quality career technical	31, 2022	the Cabrillo	
				education programs at the K12 level.		Community College	
						District	

DISCUSSION:

The District created a Grant Face sheet process to:

• Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement

• Identify OUSD resources required for program success

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

FISCAL IMPACT:

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

• Grants valued at: \$1,416,149.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for OUSD high schools for fiscal year 2020-2022, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet K12 Strong Worforce Program Agreement

Title of Grant: K12 Strong Workforce Grant (Round Two)	Funding Cycle Dates: July 1, 2020 – December 31, 2022
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Bay Area Community College Consortium Rock Pfotenhauer	Grant Amount for Full Funding Cycle: \$1,416,149.00
(831) 479-6482 rock@baccc.net	
Funding Agency: California Community College Chancellor's Office 1102 Q Street Sacramento, CA 95811	Grant Focus: To support increased graduation rates, enrollment and persistence in community colleges, Career Technical Education, and/or livable-wage jobs.
List all School(s) or Department(s) to be Served: All high schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The K12 Strong Workforce Grant will support college and career preparation and planning and will help students see academic achievement as a means to achieving post-graduation success.
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 5.56% 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.)	This grant will be evaluated through annual reporting that will be extracted from existing data dashboards and will not be at the student level.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, 1:1 matching funds are required and are identified through the Goal 3800.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes (indirect rate is budgeted)

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.)	Rebecca Lacocque, Director, Linked Learning High School Linked Learning Office Oakland Unified School District 1000 Broadway, Suite 440, Oakland, CA 94607 510-879-4616 rebecca.lacocque@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Director	Rebecca Lacocque	Peliecce le cocque	7/8/2020
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera	Soula Zgih	7/16/2020

Grant Office Obtained Approval Signatures:					
Entity	Name/s	Signature/s	Date		
Fiscal Officer	Marcus Battle				
Superintendent	Kyla Johnson-Trammell				

BAY AREA COMMUNITY COLLEGE CONSORTIUM K12 STRONG WORKFORCE PROGRAM AGREEMENT BETWEEN CABRILLO COMMUNITY COLLEGE DISTRICT and

Oakland Unified School District

This agreement is entered into between Cabrillo Community College District (hereinafter referred to as "Fiscal Agent") and Oakland Unified School District (hereinafter referred to as "Grantee"), collectively referred to as "Parties" and individually as "Party."

1. RECITALS

WHEREAS, the Cabrillo Community College District has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as "K12 SWP") for the Bay Area Community College Consortium (hereinafter referred to as "Regional Consortium") and is responsible for distributing funds to each grantee within the region, following certification by the Regional Signing Authority.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Community Colleges Chancellor's Office (hereinafter referred to as "Chancellor's Office"), in partnership with the California Department of Education (CDE) and as appropriated under Education Code¹ §88827, for the K12 SWP to create, support, and/or expand high-quality career technical education programs at the K12 level.

WHEREAS, the Grantee is entering into this agreement to set the terms and conditions for their agency's award of the K12 Strong Workforce Program, and to be accountable for all deliverables identified in Exhibit B: K12 SWP CTE Pathway/Program Work Plan .

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

2. AWARD AMOUNT

The total amount for this Agreement is \$1,416,149 for the project titled Oakland Unified: Pathways to Prosperity 2020 (NOVA ID 8858) and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region's K12 SWP Selection Committee and entered into the California Community Colleges' NOVA system (hereinafter referred to as NOVA).

Grantee certifies that grant funds received and the matching funds contributed by the Grantee and its partners shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

¹ Unless otherwise noted, all statutory references herein shall be to the California Education Code.

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on July 1, 2020 and shall expire on December 31, 2022, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. SCOPE OF WORK

Grantee shall carry out the activities and achieve the performance outcomes as presented in the Grantee's application and attached as Exhibit B: K12 SWP CTE Pathway/Program Work Plan .

5. MODIFICATIONS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Fiscal Agent prior to the modification being made. The Fiscal Agent may require that a Grant Amendment be processed if the Fiscal Agent determines that a change would materially affect the project outcomes as described in the Objectives section of Exhibit A, Exhibit B: K12 SWP CTE Pathway/Program Work Plan , the terms of this Agreement or the terms included in the K12 Strong Workforce Program RFA - Appendix A: Program-Specific Legal Terms and Conditions available at k12swpRFAr2.baccc.net

Grantee may make changes to any budget category amounts up to 10% of the total award amount per object code as listed in the Summary Budget in Exhibit A without the approval of the Fiscal Agent so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Fiscal Agent. Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement.

The process for requesting and approving amendments is determined by the Fiscal Agent. Budget changes or amendments are subject to applicable program limitations and require approval of the Fiscal Agent. No extensions to the performance period will be granted.

The process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments are posted on the Regional Consortium's K12 SWP website at <u>k12swp.baccc.net</u>.

6. INVOICING AND PAYMENT

Advance payment of 70% of the total amount of this Agreement will be paid to Grantee within 45 days following full execution of the Agreement.

Grantee may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment. Payment(s) will be made upon receipt of an invoice. Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs. Fiscal Agent may request back-up documentation for expenditures if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Final invoices for all performance under this Agreement are due no later than February 15, 2023.

The Grantee is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA (<u>k12swpRFAR2.baccc.net</u>), and as indicated in the Grantee's Application (Exhibit A: Objective and Financials). Documentation of required match will be provided to the Fiscal Agent in the manner and on the schedule posted on the BACCC K12 SWP website, <u>k12swp.baccc.net</u>.

7. REPORTING

K12 SWP funding is project-based with project submissions and reporting expenditures in NOVA. The Grantee agrees to adhere to the reporting schedule as posted on the BACCC K12 SWP website, <u>k12swp.baccc.net</u>. Grantee will be provided 30 days notice of report due dates and any changes to the reporting schedule. Fiscal and narrative reports of project progress may be requested by the Fiscal Agent at other times.

Grantee shall prepare and submit outcomes data as required by §88828 (d) (8). Grantee and partnering local educational agencies shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data. By November 1 immediately following the fiscal year for which data are being reported Grantee and partnering local educational agencies shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2020-21, submit all end-of-year data files, as applicable and required by K12SWP legislation, into the Cal-PASS Plus system; and notify their K-14 Technical Assistance Provider that data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

The Grantee is responsible for distributing funds to partnering agencies identified in the application as subgrantees. The Grantee is responsible for the performance of any services provided using funds awarded under this grant by partners, consultants, or other organizations.

The Grantee shall obtain approval from the Fiscal Agent for additions or deletions to the subgrantees named in Exhibit A: Objective and Financials or for changes in the amount of funds awarded each subgrantee greater than 10% of the total grant.

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its partnering subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Grantee. Grantee's obligation to pay its subgrantees and subcontractors is independent from the obligation of the Fiscal Agent to make payment to the Grantee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

9. RECORDS AND AUDITS

- A. The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Section 14502.1.
- B. Grantee must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in Exhibit A: Objective and Financials and Exhibit B: K12 SWP CTE Pathway/Program Work Plan.
- C. Grantee shall maintain and make available expenditure data on career technical education programs for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (<u>k12swpRFAR2.baccc.net</u>) have been met.
- D. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

10. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

11. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent or the Chancellor's Office, based on prior written mutual agreement as to which of these two entities will resolve the dispute. If the Parties do not agree as to the dispute resolution entity, the Fiscal Agent will solely select the final arbiter and such selection will be binding on the Grantee. The final arbiter's decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Grantee. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the final arbiter receives from Grantee a written request to appeal said decision. Pending final decision of the appeal, Grantee shall act in accordance with the written decision of the Fiscal Agent or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

12. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

13. INSURANCE

Acceptance of this Agreement constitutes that Grantee is not covered under Fiscal Agent's general liability insurance and that Grantee agrees, during the term of this Agreement, to maintain, at the Grantee's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Grantee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. Workers' Compensation: Grantee shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the Grantee, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured.
- B. General Liability: The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. Automobile Liability: If automotive vehicles are operated by Grantee in Grantee's performance of Grantee's obligations under this agreement, Grantee shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Data Rating of "A-" or better, unless Grantee is self-insured or insured under a Joint Powers Authority, in which case Fiscal Agent will review coverage and indicate in writing if coverage is acceptable. Grantee shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Grantee shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

14. INDEPENDENT CONTRACTORS

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

Grantee, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the Fiscal Agent. The Grantee understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Grantee assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Grantee shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Grantee's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Grantee's employees or independent subcontractors. The Grantee agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Grantee to withhold or pay any applicable tax, unemployment insurance or social security when due.

15. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA (k12swpRFAr2.baccc.net), and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/ K12-Strong-Workforce.

K12swp.baccc.net

By signing this Agreement the Grantee certifies that it complies with state and federal requirements for standards of conduct, workers' compensation insurance, participation in grant-funded activities, non-discrimination, accessibility for persons with disabilities, drug-free workplace certification, intellectual property, and debarment and suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

16. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, the Grantee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, Grantee shall be responsible for paying all such costs.

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

- A. During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Grantee shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Grantee shall also comply with the provisions of Government Code §§11135- 11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§59300 et seq.)

18. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

19. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the Fiscal Agent from enforcing the terms of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in Santa Cruz County, State of California.

Grantee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

21. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

22. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

1) Process for requesting/approving budget/contract changes as posted on <u>k12swp.baccc.net</u> website

- 2) The Agreement,
- 3) K12 Strong Workforce Program RFA (<u>k12swpRFAR2.baccc.net</u>),
- 4) Exhibit A: Objective and Financials
- 5) Exhibit B: K12 SWP CTE Pathway/Program Work Plan

23. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and may be delivered in the following ways with preference given to email. A Party to this Agreement may give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Notice may also be sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. Such notice shall be effective when received, as indicated by courier or post office.

Each Party has the responsibility of keeping notice contact information accurate and current.

For Fiscal Agent:

Name of CCD:BACCC % Cabrillo Community College DistrictAddress:6500 Soquel DriveCity, State, Zip:Aptos, CA, 95003

Attention Name: Rock Pfotenhauer Title: BACCC Chair E-mail: rock@baccc.net Telephone: 831-479-6482

For Grantee:

Name of Lead LEA:Oakland Unified School DistrictAddress:1000 Broadway, Suite 300City, State, Zip:Oakland, CA 94607

For project/program related matters:

Attention Name:	Rebecca Lacocque
Title:	Director of Linked Learning
E-mail:	rebecca.lacocque@ousd.org
Telephone:	510-326-8054

For fiscal related matters:

Attention Name:	Azeb Legesse
Title:	Budget Analyst
E-mail:	azeb.legesse@ousd.org
Telephone:	

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

25. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between Cabrillo Community College District and Oakland Unified School District, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT Cabrillo Community College District Michael Robins Director, Purchasing, Contracts, Risk Management, & Auxiliary Services

(signature)

(date)

GRANTEE Oakland Unified School District Kyla Johnson-Trammell Superintendent

Jof. Pf-tower

(signature)

8/13/2020

Oakland Unified School District Jody London President, Board of Education

pdy and

(signature) 8/13/2020

(date)

Approved as to form by OUSD Staff Attorney Joanna Powell on 7/9/2020.

Joana J. Powell

K12 STRONG WORKFORCE PROGRAM AGREEMENT Exhibit A: Objective and Financials

Lead Agency: Oakland Unified School District Project Title: Oakland Unified: Pathways to Prosperity 2020 NOVA Link: https://nova.cccco.edu/swpk/plans/8858 Project ID: 8858 Subregion: East Bay

Objective

The project objectives of our Round 2 K12 SWP activities are: (1) Provide ninth-graders district-wide with early pathway experiences; (2) assign a Career Transition Specialist to OUSD high schools serving newcomer students to support college visits, applications and enrollment; (3) provide targeted transition support to African American students through a deepened partnership with Merritt College; (5) support OUSD/Peralta CCD Engineering teacher collaboration at monthly collaborative meetings for curriculum improvement and work-based learning coordination; (6) deepen connections between existing OUSD FabLabs and K14 CTE pathways through professional development, FabLab activities, dual enrollment, and other activities; (7) engage OUSD and Peralta CCD student/teacher teams in Civic Design Studio design-build projects that facilitate OUSD students' college transition to the colleges; (8) equip CTE dual enrollment courses with materials, equipment, and transportation; (9) raise literacy levels by expanding CTE-contextualized English instruction; and (10) train CTE teachers in transformational change.

Grant Amount	1,416,149	2:1 Match
Financial Contribution (Cash Match)	1,416,149	50%
In-kind Match	2,722,796	96%
Indirect (5.56%)	74,592	5.56%

Funds Overview

Budget by Category of Expenditure (Object Code)

1000	2000	3000	4000 Supplies	5000	6000	7000	Totals
Instructional	Non-	Employee	and Materials	Other	Capital Outlay	Indirect Costs	
Salaries	Instructional	Benefits		Operating			
	Salaries			Expenses and			
				Services			
379,800	264,000	186,400	128,000	383,357	0	74,592	1,416,149

Budget by Agency by Year

Agency	2020-21	2021-22	2022-23	Total
Oakland Unified	708,074	708,075	0	1,416,149

Total	708,074	708,075	0	1,416,149
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Contributions

Agency	Financial (Cash)	In-Kind	Total
Arcsine	0	36,200	36,200
Bay Area Justice Corps	0	3,750	3,750
CHAMPS Community Health & Adolescent Mentoring Program for Success at Children's Hospital Oakland	0	90,000	90,000
College of Alameda	0	50,500	50,500
Convozine	0	2,250	2,250
Ella Baker Center for Human Rights	0	4,125	4,125
Girls Who Code	0	10,000	10,000
Kaiser	0	3,750	3,750
Merritt College	0	50,000	50,000
Northern California Community Loan Fund	0	1,500	1,500
Oakland City Attorney's Office	0	4,800	4,800
Oakland Technology Exchange - OTX	0	12,000	12,000
Peralta CCD	0	200,000	200,000
San Francisco District Attorney's Office	0	1,500	1,500
SAP	0	3,750	3,750
Superior Court of Alameda County	0	4,950	4,950
Tegile Systems	0	2,250	2,250
510 Media	0	2,250	2,250
U.C. Berkeley Office for the	0	2,250	2,250

Prevention of Harassment and Discrimination			
Alameda County District Attorney's Office	0	2,550	2,550
Bay Area Apprenticeship Coordinators Association	0	9,000	9,000
Bay Area Rapid Transit	0	65,120	65,120
Centro Legal de la Raza	0	1,200	1,200
City of Oakland, Transportation Department	0	1,050	1,050
Conco	0	2,400	2,400
Cypress Mandela Training Center	0	43,600	43,600
Environmental Engineering & Contracting, Inc.	0	2,250	2,250
Intel	0	894,826	894,826
Laney College	0	50,000	50,000
National Center for Youth Law	0	9,000	9,000
Northern California Plasterers' JATC, Bay Area Apprenticeship Coordinators Association	0	3,600	3,600
Oakland City Council	0	1,800	1,800
Oakland Unified	1,416,149	0	1,416,149
Salesforce	0	1,049,750	1,049,750
Sprinkler Fitters Local Organizer UA Local 483	0	9,200	9,200
Swinerton Builders	0	41,000	41,000
The Crucible	0	37,500	37,500
ACLU of Northern California	0	1,800	1,800

West Oakland Job Resource Center (WOJRC)	0	2,625	2,625
Alameda County Public Defender	0	8,700	8,700
Total	1,416,149	2,722,796	4,138,945

Exhibit B: K12 SWP CTE Pathway/Program Work Plan 2019-2022

Oakland Unified School District/Peralta Community College District

K14 Pathway Quality	20 POINTS	5 POINTS	15 POINTS	10 POINTS	10 POINTS
Elements	A. Work to be funded by K12 SWP	B. Artifacts of activities	C. Role of partner community college(s)	D. Collaborative partner(s), K–12 partner agency, and/or CTE resources	E. Indicators of accomplishments
	Describe the specific K12 SWP activities and efforts including efforts targeting underserved populations.	Identify the artifacts that will serve as evidence that these activities and efforts occurred.	Describe the role your community college partner(s) play in supporting these activities and efforts or describe outreach efforts.	Describe how your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.
 (1) Ninth Grade Early Pathway Experience Curriculum and Instruction College and Career Exploration (addresses Bay Area Regional Plan K-12 to Postsecondary Pathways Priorities #1, 2, 3, 4, 5, 6, 7, 8, 13, 15) 	To better support all students' access to a CTE pathway of interest and to reduce the percentage of OUSD ninth graders who are "off track" to graduate (currently 44%), OUSD will invest in a part-time Early Pathway Intervention Coordinator to redesign the ninth grade experience district- wide. • Create a vision and plan for the district's ninth grade early pathway exploration and CTE- aligned activities • Support all OUSD schools in implementing changes to the ninth grade experience,	 Written vision and plan for OUSD ninth grade early pathway alignment Documentation of activity at every high school to align ninth grade experience with CTE pathways Agendas, materials, and sign-in sheets for professional development sessions Evaluations of professional development sessions 	 Peralta CTE faculty will be asked to contribute to planning and envisioning the ninth grade early pathway experience Peralta CTE faculty will be invited to present to ninth grade teachers during professional development 	 Industry and business partners will be asked to contribute to planning and envisioning the ninth grade early pathway experience, including designing developmentally appropriate work-based learning experiences for ninth graders 	 OUSD develops and adopts a vision and plan for ninth grade early pathway experience 3,740 ninth graders participate in redesigned curriculum, CTE-aligned tasks, and improved pathway exploration activities consistent with a district-wide vision for early pathway experience

	 curriculum, pathway exploration, and CTE- aligned tasks Deliver professional development to ninth grade teachers to support curriculum re-design and alignment with CTE pathways 				
 (2) Community College/Career Transition Support for Newcomer Students College and Career Exploration Post-Secondary Transition and Completion (addresses Bay Area Regional Plan K-12 to Postsecondary Pathways Priorities #1, 2, 7, 8) 	To refine and target a strategy that was launched using K12 SWP Round 1 funding, a Newcomer Career Transition Specialist and several part-time Peralta Community College faculty (on summer contracts) will work with newcomer students at Oakland High School and at several high schools with smaller newcomer populations to decrease the very high dropout rate amongst newcomers (39.3% versus only 9.5% of non-newcomers) and to support transition to post-secondary education: Deliver classroom presentations on applying to community college Orient students to the CA community colleges' online application process Provide one-on-one support on the high school campus with college applications	 Attendance records for presentations and college and career visits Attendance records for open workshop labs Detailed case notes for one-on-one support and mentoring Records of students' transition to college 	 Laney College and Merritt College faculty and staff will hold relationships with the Newcomer Transition Specialist to facilitate student transitions Laney College ESOL department chair and faculty will maintain close contact with the Newcomer Transition Specialist to facilitate assessment, orientation, and enrollment, including offering tailored orientation/assessment processes for OUSD newcomer groups Laney College's APASS, Puente, and Umoja learning communities will coordinate with the Newcomer Transition Specialist so that students receive culturally-responsive supports, depending on their specific needs and backgrounds 	• As needs are identified through one-on- one counseling and case management, the Newcomer Transition Specialist will be prepared to connect students to community resources, such as employment services, legal services, physical and mental health services, etc.	 250 newcomer students will participate in Peralta and CTE presentations 250 newcomer students will participate in college and career visits 75 newcomer students will participate in one-on-one support 50 newcomer students who participate will successfully matriculate in a community college

	 Offer open workshop labs at the high schools where students can receive assistance with any aspect of the college application process Lead field trips to the college campuses, including orientation to student support services, library, ESOL programs, etc. Provide case management/mentoring as needed to support the transition to college 				
 (3) Merritt College Transition Supports for African American Students College and Career Exploration Post-Secondary Transition and Completion (addresses Bay Area Regional Plan K-12 to Postsecondary Pathways Priorities #1, 2, 7, 8) 	Merritt College will partner with OUSD's Office of Linked Learning and Office of Equity to address remarkably low rates of African American student transition to the Peralta colleges, to facilitate transition through: • Annual spring Merritt College orientations for African American students (including Sankofa, CTE, Counseling, Financial Aid, Athletics, etc.) • An annual summer college and career exploration bridge for African American students (including Learning Communities, CTE survey courses, and counseling courses)	 Attendance records for spring orientations Attendance records for summer college and career exploration bridge Records of enrollment of OUSD students in Sankofa and like programs 	 Merritt College will partner closely with key OUSD staff and faculty to coordinate and deliver the spring and summer activities Leadership, staff, and faculty from Merritt College and OUSD's Office of Equity and Office of Equity and Office of Linked Learning will meet at least monthly to coordinate core activities Merritt College will compensate staff and faculty as appropriate 	 OUSD Office of Equity and Linked Learning will provide training and staff and will leverage community and industry partnerships and relationships OUSD Office of Equity will leverage and deepen relationships with students and families to maximize student participation and success, and will collaborate deeply with the OUSD Office Linked Learning to innovate and design new opportunities for OUSD African American students into and through Merritt College 	 200 African American students annually participate in spring Merritt College orientation 60 African American students annually participate in college and career summer bridge 60 African American students enroll in Sankofa at Merritt College

	• Priority enrollment for OUSD African American students into the Sankofa learning community				
 (4) Engineering and Architecture Pathway Teacher/Faculty Collaboration Curriculum and Instruction Work-Based Learning (addresses Bay Area Regional Plan K-12 to Postsecondary Pathways Priorities #3, 4, 5, 6, 7, 13, 15) 	To further strengthen the quality and impact of Engineering and Architecture pathways, OUSD will hold monthly 2- hour collaborative meetings of high school and community college teachers/faculty and staff involved in these pathways to: • Plan and improve CTE course sequences and alignment with CTE model curriculum standards to support students' transition to articulated post- secondary pathways • Create a resource bank of curriculum and materials useful to Engineering and Architecture pathways • Co-design career visits to college CTE and Engineering facilities, aligned with articulation agreements	 Agendas and notes from monthly meetings to be held August 2020 through May 2022 Refined CTE course sequences, curriculum, performance assessments, and student learning outcomes Curriculum and materials stored in a shared, publicly-available resource bank Attendance records for career visits Documentation of work-based learning opportunities planned to enhance pathways Letter of Intent signed by OUSD and College faculty committing to be thought partners 	 Laney College faculty will participate in monthly collaborative meetings. They will share information on community college certificate and degree programs and their requirements. They will also provide input and feedback on high school CTE course content. College faculty will collaborate with OUSD teachers to co-design student career visits College faculty will share industry contacts with high school teachers and staff to potentially expand work-based learning opportunities for high school students. 	 Industry partners identified by OUSD and community colleges will participate in engineering and architecture work- based learning opportunities and will review and advise on the newly developed curriculum 	 15 teachers/faculty and staff from high, middle and elementary schools and community colleges participate in monthly collaborative meetings CTE courses and sequences are refined to better align with CTE model curriculum standards, articulate with College pathways, and prepare students for post-secondary education and career 45 pathway students participate in yearly career visits 75% students in OUSD engineering and architecture pathways participate in work-based learning opportunities 70% of students graduating from OUSD engineering and architecture pathways transition to post- secondary education and training 4 College staff commit to attending meetings, providing meaningful feedback on curriculum and collaborating to provide mean work based

-4-

more work-based

- entry
 - Practice meeting minutes

- 5 -

Laney College will deliver the dual enrollment Intro to Skilled Trades course at the FabLab

Laney College and College of Alameda FabLab staff will advise on FabLab program development and curriculum development aligned to college certificate and degree programs

Laney College will collaborate with OUSD to develop a joint certificate in Digital Fabrication Technology

- Laney College and College of Alameda will provide curricular materials (such as iDesign) for pathway teachers working to expand linkages to the FabLab
- Laney College and College of Alameda will host teacher Professional **Development for OUSD** teachers

Laney College and College of Alameda will make connections to industry to help expand opportunities for presenters, career exploration visits, and industry-relevant activities in the FabLab

• Industry partners identified by OUSD and community colleges will advise on FabLab development and design of FabLab activities aligned with industry needs

Industry partners will be engaged to offer guest speaker opportunities, job shadowing, mentoring, judging of competitions, internships, and postgraduation job opportunities to pathway students

- Industry partners ٠ from the union skilled trades will offer quest speaker opportunities and career exploration visits to apprenticeship training centers so that students know of the apprenticeship programs and learn how to access the programs as post secondary options
- Industry partners ٠ will offer opportunities for teachers and staff to participate in visits and externships so they can learn and develop applications of the FabLab equipment and technology

learning experiences for OUSD students.

- 100% of McClymonds, Castlemont. Fremont and Bunche students in relevant pathways will participate in FabLab activities
- 35 teachers will participate in professional development and Community of Practice related to the FabLab
- 300 students will participate annually in maker work-based learning activities in the FabLab
- 50 students will complete the Intro to Skilled Trades dual enrollment course at the FabLab

• 100% students in relevant pathways will receive one-on-one advising on relating their FabLab interests and experience to postsecondary and career pathwavs

To strengthen and improve linkages between existing OUSD FabLabs and CTE pathways, OUSD will: Conduct

(5) FabLab Linkages to

Architecture, Building

Engineering and

and Construction

Manufacturing and

Product Development

Curriculum and

Post-Secondary

Completion

Work-Based

Learning

(addresses Bay Area

Regional Plan K-12 to

7, 8, 13, 15)

Postsecondary Pathways

Priorities #1, 2, 3, 4, 5, 6,

Transition and

Career Exploration

Instruction

College and

Trades, and

Pathways

professional development sessions for McClymonds, Fremont, Castlemont HS and Bunche teachers on linking curriculum to the FabLab

- Promote student enrollment in the dual enrollment Intro to Skilled Trades course at the FabLab
- Collaborate with Laney College faculty to develop and promote enrollment in a joint certificate in Digital Fabrication Technology
- Establish a community of practice among OUSD high schools with manufacturing, engineering, and building trades pathways to share learnings and ideas about FabLab linkages
- Coordinate with Transition Specialists to provide one-on-one support for students who identify related CTE programs at Peralta Colleges

- Written plans for FabLab-centered activities aligned with participating high school pathways
- Professional development session agendas, rosters and materials
- FabLab work-based learning activity participation records
- Dual enrollment course enrollment records
- Documentation of one-on-one student advising sessions
- Documentation of the student's post secondary choices and
- Community of

(6) High

School/Community College Civic Design Studio for Arts, Media and Entertainment; Engineering and Architecture; Culinary Arts; Fashion and Design; and Business and Finance Pathways

- College and Career Exploration
- Post-Secondary
 Transition and
 Completion
- Work-Based
 Learning

(addresses Bay Area Regional Plan K-12 to Postsecondary Pathways Priorities #1, 2, 3, 7, 8) Expanding a unique strategy that will effectively connect OUSD pathway students to PCCD CTE programs, faculty and students through community-oriented design projects, OUSD will support Civic Design Studio projects.

- For each Civic Design Studio project, recruit collaborative "teams" from a network of 5-6 high schools, 2-3 community college classes/teachers and 6 community partners to collaboratively design and implement a largescale public display, cultural celebration or design-build project responsive to neighborhood needs.
- Facilitate coplanning, coordination, and relationship-building across high school and college teachers, to foster on-going connections and facilitate K14 pathway planning and student transitions
- Facilitate sharing and relationship-building across high school and college students – including visits to the college campus -- to facilitate students' college transition planning

• Promote high school student enrollment

• Records of Civic Design Studio project participation (students and teachers, community partners)

- Documentation of Civic Design Studio plans and implementation
- Documentation of meetings, work sessions, college campus visits, and other activities related to the Civic Design Studio projects
- Analysis of dual enrollment enrollments among participating high school students

Laney College (Graphic Design, Architecture/Engineering, Welding, Wood Technology, Photography, Culinary, and Machine Technology), Merritt College (Landscape Horticulture) and College of Alameda (Business/Urban Entrepreneurship) will participate in Civic **Design Studio projects** according to their CTE program alignment with participating high schools

• Participating college classes and their teachers will be active members of the Civic Design Studio design and implementation processes

Community • organizations participate in each Civic Design Studio project according to its focus. This year's areas of focus identified by OUSD schools are homelessness, affordable housing, and community cultural development. Identified organizations that will participate in scoping and implementing the projects include East Bay Asian Local Development Corporation, MidPen Affordable Housing, **Oakland Housing** Authority, Family Bridges, Chinatown and Old **Oakland Business** Districts, East Oakland Black Cultural Zone, and others

Universities are invited to participate in projects. Past participants have included U of San Francisco architecture program and UC Davis landscape architecture program

• Partners are invited to donate essential materials and supplies, tools, and cash support to the projects. Past donors have included the Museum of Children's Art, Akonadi Foundation, and Forward Together

- 3 large-scale community projects implemented with high school, college and community participation
- 120 high school students intensively participate
- 6 high school
 teachers intensively
 participate, with 10
 teachers receiving
 professional exposure to
 projects
- 23 community college students participate
- 3 community college faculty participate

	 in dual enrollment courses at participating colleges Design projects to align with CTE model curriculum standards and work-based learning objectives of participating CTE pathways 				
 (7) CTE Dual and Concurrent Enrollment Course Expansion and Improvements Post-Secondary Transition and Completion (addresses Bay Area Regional Plan K-12 to Postsecondary Pathways Priorities #1, 2, 4, 5, 6, 7, 8, 13, 15) 	 OUSD will partner with PCCD to continue strengthening dual enrollment offerings at the high schools by investing in the materials, equipment, and peer support necessary for their success. Build out lab space needed for CTE dual enrollment courses with heavy equipment needs Purchase materials needed for the successful delivery of CTE dual enrollment courses on the high school campuses Support student costs of books, materials, equipment, and transportation required for participation in CTE concurrent enrollment courses, including those with high material requirements (eg., culinary, cosmetology, auto mechanics) When appropriate, involve dual enrollment course graduates as stipended teaching 	 CTE dual enrollment classrooms equipped with sufficient lab facilities and materials Students with all required books, materials, equipment, and transportation needed for CTE concurrent enrollment participation CTE dual enrollment courses with a student alumnus teaching assistant 	 Laney College, Merritt College, College of Alameda, and Berkeley City College play essential roles in the expansion and improvement of dual enrollment courses with OUSD, by providing expertise and support around course content and sequencing, identifying instructors, guaranteeing courses without cancellation, supporting the course enrollment process, and maintaining and abiding by all agreements in the districts' CCAP agreement. 	 Industry partners may be asked to donate high-cost equipment or materials to supplement grant investments, as appropriate 	 2-5 CTE dual enrollment classrooms equipped with sufficient lab facilities and materials 50-80 students receive material support for their full participation in CTE concurrent enrollment courses 5 student teaching assistants engaged in CTE dual enrollment courses 3,600 students earn early college credit through completion of dual and concurrent enrollment courses 70% of dual and concurrent enrollment students enroll in post- secondary education

	assistants in the course they have completed, assisting college faculty with small group activities, scaffolding, safety precautions, and peer mentoring				
(9) Contextualized Literac Project • Curriculum and Instruction (addresses Bay Area Regional Plan K-12 to Postsecondary Pathways Priorities #5, 6, 7, 8, 13)	 Y To address OUSD students' unacceptably low SRI reading levels (in 19- 20, 45.6% of all high school students scored "multiple years below grade level" on SRI; only 34.4% scored at or above grade level) and facilitate transition to college-level English courses, OUSD's LInked Learning office will invest in a Literacy Specialist to support pre- pathway (9th grade) and pathway (10th-12th grades) English instructional quality and innovation. Oversee and coordinate the scaling of vocational and contextualized English and ESL instruction across OUSD high schools With CTE teachers and coaches, develop high- quality, CTE pathway- integrated tasks and assessments that align with relevant industry standards Explore pllot of wide- scale use of the CSU's Expository Reading and Writing Curriculum (ERWC) and explore 	 Vocational and contextualized English course outlines and enrollment records Documentation of industry-aligned, integrated tasks Documentation of use of ERWC curriculum 	 PCCD faculty with expertise in contextualized teaching and learning will be consulted by the Literacy Specialist to inform course, curriculum, and task development PCCD will participate, along with CSUEB and OUSD, in collaborative planning for and potential implementation of use of the ERWC curriculum and explore opportunity for articulation 	CSU East Bay will advise OUSD on use of the ERWC to ensure that participating students are guaranteed to meet the CSU English requirement	 All OUSD pathways offer industry-aligned, integrated tasks By the end of year two, SRI reading scores of students participating in contextualized English increase by 10% By the end of year two, current rate of 54.6% Latinos scoring multiple years below grade level as measured by SRI improves by 10%

	articulation to the community colleges				
 (10) CTE Teacher Leadership Training College and Career Exploration Post-Secondary Transition and Completion Work-Based Learning (addresses Bay Area Regional Plan K-12 to Postsecondary Pathways Priorities #1, 2, 3, 4, 7, 8, 13, 14, 15, 16) 	Building upon OUSD's investments in high-quality pathways (including full CTE sequences, credentialed teachers, early college credit, etc.), OUSD will support the development of all CTE teachers' capacity to serve as leaders of transformational change at their schools • Conduct 5-day trainings on teacher leadership in Linked Learning; transformational coaching; work-based learning facilitation; and integration of academic and CTE instruction.	 Sign-in sheets for trainings Training agendas and materials Training evaluations 	• Peralta CTE faculty from all four colleges will be invited to participate in the training module on post-secondary alignment of CTE pathways	OUSD will partner with Peralta and internal departments to customize and deliver the training.	 Two 5-day trainings on transformational change in Linked Learning are conducted 33 pathway-specific teams comprised of CTE teachers and their Assistant Principals, Student Support Specialists or other key staff complete a five-day training Participants in training report satisfaction with training quality and relevance to their CTE pathway work