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Introduction Date	11/17/21
Enactment Number	21-1841
Enactment Date	11/17/2021 CJH
By	



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

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

November 17, 2021

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Lucia Moritz, Executive Director, College & Career Readiness
Rebecca Lacocque, Director, Linked Learning

Subject: Second Agreement - Grant Agreement - Kids First! - City of Oakland, Oakland Fund for Children and Youth (OFCY) - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of Second Amendment, Grant Agreement between the District and The City of Oakland, in the amount of \$174,600.00, increasing the Agreement from \$380,000.00 to \$554,600.00, to provide support stipends for students in summer internships as part of the Link Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, Coliseum College Preparatory Academy, Life Academy and MetWest High Schools, and extending the term from June 1, 2019 through June 30, 2020 to May 31, 2021, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2021-2022 fiscal year 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	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
21-2632	Yes	Grant	Oakland Unified School District, McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, Coliseum College Preparatory Academy, Life Academy and MetWest High Schools	To provided support stipends for students in summer internships as a part of the Linked Learning Pathway program, Exploring College, Career, and Community Options (ECCCO).	June 1, 2021 through May 31, 2022	City of Oakland, Oakland Fund for Children and Youth	\$174,600.00, increasing the agreement from \$380,000.00 to an amount not to exceed \$554,600.00.

DISCUSSION:

The District created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$174,600.00

RECOMMENDATION:

Approval by the Board of Education of Second Amendment Grant Agreement for Oakland International High School via the High School Linked Learning Office for fiscal year 2021-2022, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Second Amendment, Grant Agreement

First Amendment, Grant Agreement, File ID #20-2338

Original Grant Agreement, File ID #20-0594


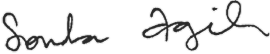
OUSD Grants Management Face Sheet

Title of Grant: Kids First! City of Oakland: Exploring College, Career, and Community Options [Internship Program] - Amendment for third year of 3-year grant.	Funding Cycle Dates: June 1, 2021 – May 31, 2022
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Liston Hulse Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612 (510) 238-7496 lhulse@oaklandca.gov	Grant Amount for Full Funding Cycle: \$174,600.00 (First Installment – 75% of total compensation \$130,950.00)
Funding Agency: City of Oakland, Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612	Grant Focus: To provided support stipends for students in summer internships as a part of the Linked Learning Pathway program, "ECCCO" (Exploring College, Career, and Community Options).
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?	Pathway-linked internships are an essential component of Work-Based Learning, one of the four pillars of OUSD's Linked Learning approach to High School transformation.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Student end of program feedback surveys, Internship Host Site evaluations of student performance, longitudinal shifts in student attendance, GPA, and graduation rates as compared to demographically matched control groups from the same or similar schools.
Does the grant require any resources from the school(s) or district? If so, describe.	This grant will be matched with school and central funding for additional student internship stipends as well as staffing that supports internship placement processes and summer internship monitoring and internship seminar instruction.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Greg Cluster, Coordinator, Work-Based Learning Oakland Unified School District 1000 Broadway, Suite 440 510.646.0574 gregory.cluster@ousd.org
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Applicant Obtained Approval Signatures:

Entity Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque 	10/20/21
Chief Academic Officer	Sondra Aguilera 	10/20/2021

Grant Office Obtained Approval Signatures:

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

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

This SECOND AMENDMENT TO GRANT AGREEMENT (“Second Amendment”) is made by and between the CITY OF OAKLAND, a municipal corporation (“City“), and Oakland Unified School District, a California Corporation No. _ (“Grantee”).

RECITALS

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

A. On May 7, 2019, the City Council passed Resolution No. 87660 C.M.S., which awarded a grant in the amount of \$200,000.00 to Grantee to provide direct services to children and youth during the summer months for Fiscal Year 2019-20 with the option to renew said grant in Fiscal Years 2020-21 and 2021-22 pending City Council approval and fund availability.

B. On June 1, 2019, the City entered into a grant agreement in the amount of \$200,000.00 with Grantee (“Original Agreement”) for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A) and Budget (Attachment B).

C. On May 19, 2020, the City Council passed Resolution No. 88119 C.M.S., which awarded additional funding for Grantee to continue its children and youth related summer programs in Fiscal Year 2020-2021 for Grantee to continue its children and youth related programs in Fiscal Year 2020-2021.

D. On June 1, 2020, the City entered into a first amended grant agreement in the amount of \$380,000.00 with Grantee (“First Amended Agreement”) for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A-1) and Budget (Attachment B-1).

E. On June 1, 2021, the City Council passed Resolution No. 88678 C.M.S., which awarded additional funding for Grantee to continue its children and youth-related programs in Fiscal Year 2021-22.

F. The City and Grantee now desire to amend the Original Agreement and the First Amended Agreement on the terms and conditions hereinafter set forth.

G. The Original Agreement, the First Amended Agreement and this Second Amendment shall hereinafter be collectively referred to as the “Agreement”.

NOW, THEREFORE, it is mutually understood and agreed by and between the undersigned parties that the Agreement is amended as follows:

1. Section 1, Parties and Effective Date, is replaced in its entirety by the following:

Effective Date

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

2. Amended Section 2, Scope of Work. Section 2 is amended to read:

Grantee agrees to perform the community-related work, services and activities (“Work”) set forth in **Schedule A-1, Scope of Work**, attached hereto.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement.

3. Amended Section 4, Time for Performance. Section 4 is amended to read:

The time for performance under this Agreement (“Term”) shall be extended for third grant term beginning June 1, 2021 and ending May 31, 2022.

4. Amended Section 5, Grant Funding, Method of Disbursal, Receipts. The first and second paragraphs of Section 5 are amended to read:

Grantee shall be paid for the performance of the Work set forth in **Schedule A-2** in accordance with the program **Budget, Schedule B-2**, attached hereto and incorporated herein. Payments shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work but shall be “Capped” so as not to exceed One Hundred Seventy Four Thousand Six Hundred Dollars and No Cents (\$174,600.00) for this grant term, June 1, 2021 – May 31, 2022. The total grant amount over the entire grant term as extended by this Second Amendment (July 1, 2019 – May 31, 2022) shall not exceed Five Hundred Fifty Four Thousand Six Hundred Dollars and No Cents (\$554,600.00). Payments shall be due upon completion of the Work or as otherwise specified in **Schedule A-2** or **Schedule B-2**.

Upon execution of this Second Amendment, Grantee may be advanced an amount not to exceed One Hundred Thirty Thousand Nine Hundred Fifty Dollars and No Cents (\$130,950.00) (75% of total Second Amendment compensation). The advance will be offset against future invoices of the Grantee. Upon early termination of this Agreement, Grantee shall repay the full amount of the advance to the extent services were not performed.

5. Amended Section 13(a), Minimum Compensation and Section 13(b), Health Benefits. Section 13(a) and 13(b) are amended to read:

- a. Minimum Compensation - As of July 1, 2021, said employees shall be paid an initial hourly wage rate of \$15.30 with health benefits or \$17.56 without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay

Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

- b. Health Benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.26 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.

6. Amended Section 18, Insurance. Section 18 is amended to read:

Unless a written waiver is obtained from the City's Risk Manager, Grantee must procure and maintain for the duration of this Agreement the policies of insurance identified in **Schedule Q, Insurance Requirements (Revised 9/12/2019)**, attached hereto and incorporated herein. Grantee shall provide proof of insurance, as set forth in the attached **Schedule Q**, prior to execution of this Second Amendment.

7. Section 25, Termination For Cause or Non-Appropriation, is replaced in its entirety by the following.

Termination for Cause

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, 2022.

8. Amended Section 27, Litigation and Pending Disputes. Section 27 is amended to read:

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened litigation against Grantee arising from or related to Grantee's Oakland Unified School District –Exploring College and Career Options Program 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 by completing Schedule K, Pending Dispute Disclosure, attached hereto and incorporated herein prior to execution of this First Amendment. Failure to disclose pending disputes prior to execution of this First Amendment shall be a basis for termination of this Agreement.

9. Exhibits. The following Exhibits to the First Amended Agreement are hereby replaced as set forth below:

- a. Schedule A-1, Scope of Services. **Schedule A-1** attached to the First Amended Agreement is hereby replaced by **Schedule A-2** attached hereto and shall be the operative Scope of

Services for the duration of this Agreement. All references to **Schedule A** in the Original Agreement are replaced by reference to **Schedule A-2** for the duration of this Agreement.

- b. Schedule B-1, Budget. **Schedule B-1** attached to the First Amended Agreement is hereby replaced by **Schedule B-2** attached hereto and shall be the operative Budget for the duration of this Agreement. Any reference to **Schedule B** in the Original Agreement is replaced by reference to **Schedule B-2** for the duration of this Agreement.
- c. Combined Grant Schedules (**Schedule C-1, Schedule K, Schedule N, Schedule N-1, Schedule P, Schedule V, Oakland's Minimum Wage Law, Affirmative Action**). The Combined Grant Schedules attached to the Original Agreement and the First Amended Agreement are replaced by the Combined Grant Schedules attached hereto and shall be the operative Combined Grant Schedules for the duration of this Agreement.
- d. Schedule Q, Insurance. **Schedule Q** attached to the Original Agreement and the First Amended Agreement is replaced by **Schedule Q, Insurance Requirements (Revised 9/12/2019)** attached hereto and shall be the operative **Schedule Q** for the duration of this Agreement.
- e. Schedule W, Border Wall Prohibition. **Schedule W** attached to the Original Agreement and First Amended Agreement is hereby replaced by **Schedule W** attached hereto and shall be the operative **Schedule W** for the duration of this Agreement.

10. Ratification of Agreement.

All provisions in the Original Agreement and First Amended Agreement that have not been modified by this Second Amendment remain in full force and effect, and the parties hereby ratify the same.

11. Conflict of Terms.

If any provision contained in this Second Amendment conflicts with any provision in the Original Agreement or the First Amended Agreement, the provision contained in this Second Amendment shall govern and control.

12. Counterparts.

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

13. Authority. The persons signing below represent that they have the authority to bind their respective party, and all necessary board of director's, shareholders', partners', members', city or other approvals have been obtained.

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)

3058224v2

Grantee:

OAKLAND UNIFIED SCHOOL
DISTRICT,
a California corporation

 11/18/2021

Signature (Date)

Kyla Johnson-Trammell

Print Name

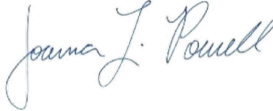
Superintendent and Secretary, Board of Education
Title

City Resolution No. _____

Account No.: _____

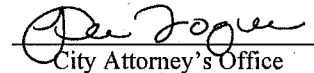
Business License No. : _____

Approved as to form by OUSD Staff Attorney
Joanna Powell on 10/14/21.



2021 MAY 20 PM 4:40

Approved As To Form And Legality


City Attorney's Office

OAKLAND CITY COUNCIL

RESOLUTION NO. 88678 C.M.S.

A RESOLUTION AWARDING OAKLAND FUND FOR CHILDREN AND YOUTH GRANT AGREEMENTS IN A TOTAL AMOUNT NOT TO EXCEED SEVENTEEN MILLION SIX HUNDRED NINETY THOUSAND NINE HUNDRED DOLLARS (\$17,690,900) TO PUBLIC AND NON-PROFIT AGENCIES TO PROVIDE SUMMER AND FULL YEAR PROGRAMS AND SERVICES FOR CHILDREN AND YOUTH FROM JUNE 1, 2021 – SEPTEMBER 30, 2021 FOR SUMMER PROGRAMS AND FROM JULY 1, 2021 – JUNE 30, 2022 FOR FULL YEAR PROGRAMS.

WHEREAS, Article XIII, the Kids First! Oakland Fund for Children and Youth (OFCY), was added to the City of Oakland Charter ("Charter") by voter approval in 1996 (Measure K) to help youth grow to become healthy, productive, and honorable adults; and

WHEREAS, the OFCY was extended for 12 years by voter approval in 2009 (Measure D); and

WHEREAS, pursuant to the authority provided by Charter section 1307, on March 3, 2020, the City Council adopted Ordinance No. 13588 C.M.S., which extended the OFCY for an additional 12 years; and

WHEREAS, the OFCY Planning and Oversight Committee ("POC") was established pursuant to Measure K to provide oversight and direction for the OFCY planning and funding review process; and

WHEREAS, Charter section 1305 requires, among other things, that the POC prepare Three-Year Strategic Investment Plans for Council approval, solicit funding applications from private non-profit and public agencies, make funding recommendations, and conduct annual performance evaluations of grant recipients; and

WHEREAS, on October 30, 2018, the City Council approved the OFCY 2019-2022 Strategic Investment Plan prepared by the POC (Resolution No. 87400 C.M.S.); and

WHEREAS, in 2019, the City Council accepted the POC's funding recommendations and awarded grants to 154 private non-profit and public agencies to provide direct services for children and youth for Fiscal Year (FY) 2019-2020, with an option to renew each grant for an additional one-year term in FY 2020-2021 and 2021-2022 pending Council approval (Resolution Nos. 87660, 87753, and 87860 C.M.S.); and

WHEREAS, in 2020, the City Council accepted the POC's funding recommendations and awarded renewed annual grants to 149 private non-profit and public agencies to provide direct services for children and youth for FY 2020-2021, with an option to renew each grant for an additional one-year term in FY 2021-2022 pending Council approval (Resolution Nos. 88119 and 88190 C.M.S.); and

WHEREAS, the POC evaluated the performance of OFCY grant recipients that provided services for children and youth in FY 2020-2021 at its April 7, 2021 public meeting and at its May 5, 2021 public meeting recommended renewal of 149 grants for FY 2021-2022 in the total amount of \$17,690,900; and

WHEREAS, the POC recommends renewal of the grant agreements with the following 149 private non-profit and public agencies in the specified amounts for a total amount not to exceed \$17,690,900 for a third term beginning June 1, 2021 and ending September 30 2021 for summer programs and beginning July 1, 2021 and ending June 30, 2022 for year-round programs:

Agency Name	Program Name	FY 21-22 Grant Award
Socioemotional Well-Being in Preschool and ECE Settings		\$888,600
Family Paths, Inc.	Early Childhood Mental Health Consultation Collaborative	\$353,100
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$353,100
Lincoln	Early Child Mental Health Consultation (ECMHC)	\$182,400
Parent Engagement and Support		\$1,361,800
Alameda County Health Care Services Agency	Oakland WIC Father Cafes	\$114,000
City of Oakland Parks Recreation & Youth Development	Community Adventure Pre-K Playgroups (CAPP)	\$176,600
Oakland Promise (formerly known as East Bay College Fund)	Oakland Promise: Brilliant Baby	\$278,100
Family Paths, Inc.	Abriendo Puertas/ Opening Doors Parent Education	\$48,500
LifeLong Medical Care	Project Pride	\$79,200
Oakland Unified School District	Kindergarten Readiness-Summer Pre-K	\$58,200
Our Family Coalition	Building Strong Children in LGBTQ Families	\$48,500
Prescott-Joseph Center for Community Enhancement	Fr. Charles D. Burns, SVD Pre-Pre-School Program	\$88,200
Refugee & Immigrant Transitions	Parent & Tot Initiative (PTI)	\$117,400
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$353,100
Family Resource Centers		\$1,080,400
BANANAS, Inc	Healthy Havenscourt Early Care & Kinder Readiness Hub	\$282,700
East Bay Agency for Children	Central Family Resource Center	\$115,200
East Bay Agency for Children	Hawthorne Family Resource Center	\$180,100
Lincoln	New Highland Academy and Rise Community School (NH/R)	\$91,100

Agency Name	Program Name	FY 21-22 Grant Award
Lotus Bloom	Multicultural Family Resource Centers	\$353,100
Lotus Bloom	School Readiness Playgroups	\$58,200

Comprehensive Afterschool Programs		\$5,060,800
Attitudinal Healing Connection	Community School for Creative Education	\$58,200
Bay Area Community Resources	Brookfield Elementary	\$80,000
Bay Area Community Resources	Elmhurst Community Prep	\$103,500
Bay Area Community Resources	Emerson Elementary	\$80,000
Bay Area Community Resources	Esperanza Elementary	\$80,000
Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$80,000
Bay Area Community Resources	Fruitvale Elementary	\$80,000
Bay Area Community Resources	Global Family	\$89,400
Bay Area Community Resources	Grass Valley Elementary	\$89,400
Bay Area Community Resources	Greenleaf Elementary	\$80,000
Bay Area Community Resources	Hoover Elementary	\$89,400
Bay Area Community Resources	Howard Elementary	\$80,000
Bay Area Community Resources	LIFE Academy	\$103,500
Bay Area Community Resources	Lockwood STEAM Academy	\$140,000
Bay Area Community Resources	Madison Park Academy 6-12	\$103,500
Bay Area Community Resources	Madison Park Academy TK-5	\$80,000
Bay Area Community Resources	Markham Elementary	\$89,400
Bay Area Community Resources	Martin Luther King, Jr. Elementary	\$89,400
Bay Area Community Resources	Prescott	\$80,000
Bay Area Community Resources	Sankofa Academy	\$89,400
Citizen Schools California	Westlake	\$94,100
East Bay Agency for Children	Achieve Academy	\$80,000
East Bay Agency for Children	New Highland Academy	\$80,000
East Bay Agency for Children	Rise Community School	\$80,000
East Bay Asian Youth Center	Bella Vista Elementary School	\$80,000
East Bay Asian Youth Center	Edna Brewer Middle School	\$103,500
East Bay Asian Youth Center	Franklin Elementary School	\$89,400
East Bay Asian Youth Center	Frick Middle School	\$94,100
East Bay Asian Youth Center	Garfield Elementary School	\$89,400
East Bay Asian Youth Center	Lazear Charter Academy	\$94,100
East Bay Asian Youth Center	Lincoln Elementary School	\$89,400
East Bay Asian Youth Center	Manzanita Community School	\$80,000
East Bay Asian Youth Center	Manzanita SEED	\$89,400
East Bay Asian Youth Center	Roosevelt Middle School	\$103,500
East Bay Asian Youth Center	Urban Promise Academy	\$94,100
Girls Incorporated of Alameda County	Acorn Woodland Elementary	\$89,400

Girls Incorporated of Alameda County	Allendale Elementary School	\$89,400
Girls Incorporated of Alameda County	Bridges Academy	\$89,400
Girls Incorporated of Alameda County	Burkhalter Elementary	\$80,000
Girls Incorporated of Alameda County	Horace Mann Elementary	\$89,400
Girls Incorporated of Alameda County	La Escuelita Elementary	\$103,500
Girls Incorporated of Alameda County	Parker	\$86,600
Girls Incorporated of Alameda County	West Oakland Middle School	\$81,100
Higher Ground Neighborhood Development Corp.	East Oakland Pride	\$80,000
Lighthouse Community Public Schools	Lighthouse Community Charter School	\$103,500
Oakland Leaf Foundation	ASCEND	\$103,500
Oakland Leaf Foundation	Bret Harte Middle School	\$94,100
Oakland Leaf Foundation	EnCompass Academy	\$80,000
Oakland Leaf Foundation	International Community School	\$80,000
Oakland Leaf Foundation	Learning Without Limits	\$89,400
Oakland Leaf Foundation	Think College Now	\$80,000
Safe Passages	Coliseum College Prep Academy	\$103,500
Safe Passages	Laurel Elementary	\$89,400
Safe Passages	United for Success Academy	\$103,500
Ujimaa Foundation	Carl Munck	\$80,000
Young Men's Christian Association of The East Bay	Piedmont Avenue Elementary School	\$80,000
Young Men's Christian Association of The East Bay	REACH Academy	\$79,000
Engagement and Success for Elementary and Middle School Students		\$546,000
Chapter 510 Ink	Writing to Readiness	\$34,000
Destiny Arts Center	Arts in Oakland Schools	\$150,700
Lincoln	West Oakland Initiative (WOI)	\$176,600
S.P.A.A.T. (Student Program For Academic And Athletic Transitioning)	Athletes CODE (TAC) MS Engagement	\$93,100
Safe Passages	Elev8 Youth	\$91,600
Summer Programming		\$1,131,100
Aim High for High School	Aim High Oakland	\$157,200
Boys & Girls Clubs of Oakland, Inc.	Summer Gains	\$157,200
City of Oakland Parks Recreation & Youth Development	Oakland Fine Art Summer School (OFASS)	\$61,400
East Bay Asian Youth Center	Camp Thrive	\$145,500
East Bay Consortium of Educational Institutions, Inc.	Pre-Collegiate Academy	\$72,800
East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$157,200
Family Support Services	Kinship Summer Youth Program	\$113,000
Girls Incorporated of Alameda County	Concordia Summer	\$66,900
Lincoln	Oakland Freedom Schools (OFS)	\$157,200
Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$42,700

Youth Development and Leadership		\$4,106,100
Alameda County Health Care Services Agency	ACCASA Mentors for Oakland Youth in Foster Care	\$94,100
American Indian Child Resource Center	Culture Keepers	\$71,300
Asian Pacific Environmental Network	AYPAL: Building API Community Power Youth Development and Leadership	\$80,000
Attitudinal Healing Connection	West Oakland Legacy Project	\$184,700
Bay Area Girls Rock Camp	Girls Rock Summer Camp & Girls Rock After School Program	\$87,800
Bay Area Outreach & Recreation Program	Sports & Recreation for Youth with Disabilities	\$60,200
Bay Area SCORES	Oakland SCORES	\$177,400
Brothers on the Rise	Brothers, UNITE!	\$103,600
Communities United for Restorative Youth Justice	CURYJ Leadership Development	\$70,600
Community Works West	Project WHAT!	\$94,100
Covenant House California	DreamCatcher Youth Program	\$50,100
Dimensions Dance Theater	Rites of Passage	\$70,600
East Bay Asian Local Development Corporation	Lion's Pride	\$176,600
East Oakland Youth Development Center	K-8 Year-Round Youth Development	\$176,600
EastSide Arts Alliance	Youth Community Culture Builders	\$178,800
First Place for Youth	Young Adult Leadership Program (YALP)	\$176,600
Fresh Lifelines for Youth, Inc.	FLY Mentoring and Leadership Services	\$89,900
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$159,200
Health Initiatives for Youth	Leadership in Diversity	\$57,500
La Clinica de La Raza, Inc.	Youth Brigade	\$156,900
Motivating, Inspiring, Supporting and Serving Sexually Exploited Youth	STAR Leadership Collaborative	\$66,400
Music is eXtraordinary, Inc	Explorations in Music	\$94,100
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$176,600
Oakland Kids First	REAL HARD- Youth Leadership Program	\$94,100
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$94,100
Oakland LGBTQ Community Center	LGBTQ Youth Development Program	\$94,100
Oakland Public Education Fund	Youth Beat	\$58,200
Project Avary	Leadership Program for Children with Incarcerated Parents	\$157,400
Refugee & Immigrant Transitions	Newcomer Community Engagement Program (NCEP)	\$153,400
Safe Passages	Get Active	\$165,600
Spanish Speaking Unity Council of Alameda County, Inc.	The Latinx Mentoring & Achievement (LMA)	\$176,600
The East Bay Spanish Speaking Citizens' Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$94,100
The Hidden Genius Project	Oakland Programming Series	\$176,600

Youth ALIVE!	Teens on Target Violence Prevention Youth Leadership & Peer Education	\$94,100
Youth Together	Youth Leadership Development Program	\$94,100
High School and Postsecondary Student Success		\$1,164,300
Catholic Charities of the East Bay	Experience Hope	\$176,600
Centro Legal de la Raza	Youth Law Academy (YLA)	\$176,600
College Track	Empowering Oakland Students To and Through College	\$176,600
Oakland Kids First	Knight Success: College Ready, Career Ready and Community Ready	\$94,100
Oakland Unified School District	African American Male Achievement	\$220,700
Oakland Unified School District	Oakland International High School: Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative	\$80,000
Oakland Unified School District	Student Engagement in Restorative Justice	\$181,500
The Mentoring Center	EMERGE	\$58,200
Career Awareness and Employment Support		\$2,351,800
Alameda County Health Care Services Agency	Alameda County Health Care Services Agency - Career Exploration Program	\$176,600
Alameda Health System	Oakland Health Careers Collaborative	\$318,000
Biotech Partners	Biotech Partners' Biotech Academy at Oakland Technical High School	\$138,600
Bridges from School to Work, Inc.	Bridges from School to Work	\$109,900
Center for Young Women's Development	Siblings on The Rise	\$147,900
Civicorps	Civicorps Academic and Professional Pathway	\$181,800
East Bay Asian Local Development Corporation	Havenscourt Youth Jobs Initiative	\$123,100
Lao Family Community Development, Inc. (LFCD)	Oakland Youth Industries Exploration (YIE) Program	\$176,600
Lao Family Community Development, Inc. (LFCD)	Youth on the Move Summer Employment Program	\$87,300
New Door Ventures	New Door Ventures Employment Program for Oakland Opportunity Youth 16-21	\$181,600
Oakland Unified School District	Exploring College and Career Options (ECCO)	\$174,600
The Youth Employment Partnership, Inc.	Level Up - Options for Real Careers	\$176,600
The Youth Employment Partnership, Inc.	Summer Jobs	\$131,000
Youth Radio dba YR Media	Digital Media Pathways	\$140,900
Youth UpRising	YU Achieve (Summer Youth Employment)	\$87,300
TOTAL:		\$17,690,900

; and

WHEREAS, the Oakland's proposed FY2021-2023 Two-Year Budget includes a \$17,453,588 appropriation to the Kids First Oakland Fund for Children and Youth for FY 2021-2022; and

WHEREAS, 90 percent of the \$17,453,587 appropriation or \$15,708,229 is available for the 149 aforementioned grant agreements in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services: Contract (54912), OFCY FY 2021-2022 Project (1005541); and

WHEREAS, additional funds from prior years carryforward of \$593,227 and \$1,389,444 are available for the 149 aforementioned grant agreements in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services: Contract (54912), OFCY FY 2017-2018 Project (1003645) and OFCY FY 2018-2019 Project (1004172), now, therefore, be it

RESOLVED: That the City Council awards grants to the aforementioned 149 private non-profit and public agencies in the above specified amounts for a total amount not to exceed \$17,690,900 to provide programs for children and youth for a third term beginning June 1, 2021 and ending September 30, 2021 for summer programs and beginning July 1, 2021 and ending June 30, 2022 for year-round programs; and be it

FURTHER RESOLVED: That the City Council allocates an amount not to exceed \$17,690,900 from the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services: Contract (54912), OFCY FY 2021-2022 Project (1005541), OFCY FY 2017-18 Project (1003645) and OFCY FY 2018-2019 Project (1004172) to fund the above-mentioned grant awards; and be it

FURTHER RESOLVED: That these agreements are not professional services 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 programs that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

FURTHER RESOLVED: That the City Administrator is authorized to 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; and be it

FURTHER RESOLVED: That said agreements 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.

3061104v1

IN COUNCIL, OAKLAND, CALIFORNIA,

JUN 01 2021

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, ~~WU~~ AND
PRESIDENT FORTUNATO BAS - 7

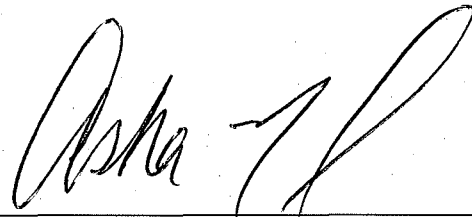
NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - 1 Thao

ATTEST:



ASHA REED

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

File ID Number	20-2338
Introduction Date	12/9/20
Enactment Number	20-1786
Enactment Date	12/9/2020
By	OS



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

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

December 9, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Rebecca Lacocque, Linked Learning Director

Subject: Amendment No. 1 - Grant Agreement - Kids First! City of Oakland - Oakland Fund for Children and Youth (OFCY) - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of Amendment No. 1 to the Grant Agreement between the District and The City of Oakland, in the amount of \$180,000.00, increasing the agreement from \$200,000.00 for a total amount of \$380,000.00, to provide support stipends for students in summer internships as part of the Link Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, Coliseum College Preparatory Academy, Life Academy, and MetWest High Schools, extending the term from June 1, 2019 through June 30, 2020 to May 31, 2021, pursuant to the terms and conditions thereof and to submit amendments thereto, if any.

BACKGROUND:

Amendment No 1, Grant Agreement for OUSD schools for the 2019-2021 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	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-2338	Yes	Grant	Oakland Unified School District High Schools - McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Bunche, Rudsdale Newcomer, Street, Sojourner Truth, Oakland High, Oakland Tech, Skyline, CCPA, Life Academy, and MetWest High Schools.	To provide stipends for students in summer internships as a part of the Linked Learning Pathway program, Exploring College, Career, and Community Options (ECCCO).	June 1, 2020 - May 31, 2021	Kids First! City of Oakland: Exploring College, Career, and Community Options (ECCCO) Internship Program.	\$200,000.00, increasing the Agreement in the amount of \$180,000.00, for a total amount of \$380,000.00.

DISCUSSION:

The District created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$380,000.00

RECOMMENDATION:

Approval by the Board of Education of a Amendment No.1, Grant Agreement for select high schools for fiscal years 2019-2021 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

First Amendment, Grant Agreement

Original Grant Agreement, Legislative File ID #20-0594


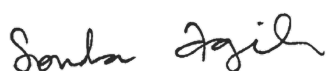
OUSD Grants Management Face Sheet

Title of Grant: Kids First! City of Oakland: Exploring College, Career, and Community Options [Internship Program] Amendment for second year of 3-year Grant	Funding Cycle Dates: June 1, 2020 – May 31, 2021
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Scott Kim Program Analyst II Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612 510.238.2209 / SSKim@oaklandca.gov	Grant Amount for Full Funding Cycle: \$180,000.00 for FY2020-2021 (Original amount \$200,000.00, amendment increase in the amount of \$180,000.00, for a total amount of \$380,000.00)
Funding Agency: City of Oakland KIDS FIRST! Oakland Fund for Children & Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612	Grant Focus: To provided support stipends for students in summer internships as a part of the Linked Learning Pathway program, Exploring College, Career, and Community Options (ECCCO).
List all School(s) or Department(s) to be Served: McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Bunche, Rudsdale Newcomer, Street, Sojourner Truth, Oakland High, Oakland Tech, Skyline, CCPA, Life Academy, and MetWest High Schools.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Pathway-linked internships are an essential component of Work-Based Learning, one of the four pillars of OUSD's Linked Learning approach to High School transformation.
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.)	Student end of program feedback surveys, Internship Host Site evaluations of student performance, longitudinal shifts in student attendance, GPA, and graduation rates as compared to demographically matched control groups from the same or similar schools.
Does the grant require any resources from the school(s) or district? If so, describe.	This grant will be matched with school and central funding for additional student internship stipends as well as staffing that supports internship placement processes and summer internship monitoring and internship seminar instruction.
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.)	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.)	Greg Cluster, Coordinator Work-Based Learning Oakland Unified School District 1000 Broadway, Suite 440, Oakland, CA 94607 510.435.6115 greg.cluster@ousd.org
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		8/19/20
Chief Academic Officer	Sondra Aguilera		11/12/2020

Grant Office Obtained Approval Signatures:

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

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

This FIRST AMENDMENT TO GRANT AGREEMENT (“**First Amendment**”), is effective June 1, 2020 (“effective date”), by and between the CITY OF OAKLAND, a municipal corporation (“City”), and Oakland Unified School District, a California public entity (“Grantee”), parties to the original grant agreement dated July 1, 2019.

RECITALS

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

A. On June 18, 2019, the City Council passed Resolution No. 87753 C.M.S., which awarded a grant in the amount of \$200,000.00 to Grantee for fiscal year 2019-2020 and authorized renewal of said grant in fiscal years 2020-2021 and 2021-2022 pending City Council approval and fund availability.

B. On July 1, 2019, the City entered into a one-year grant agreement in the amount of \$200,000.00 with Grantee (“Original Agreement”) for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A) and Budget (Attachment B).

C. On May 19, 2020, the City Council passed Resolution No. 88119 C.M.S., which appropriated additional funding for Grantee to continue providing summer programs for children and youth for an additional one year term from June 1, 2020 – May 31, 2021.

D. The City and Grantee now desire to amend the Original Agreement on the terms and conditions hereinafter set forth in accordance with Resolution No. 88119 C.M.S.

E. The Original Agreement and this First Amendment shall hereinafter be collectively referred to as the “Agreement”.

NOW, THEREFORE, it is mutually understood and agreed by and between the undersigned parties that the Original Agreement is amended as follows:

1. Amended Section 2, Scope of Work. Section 2 is amended to read:

Grantee agrees to perform the community-related work, services and activities (“Work”) set forth in **Schedule A-1, Scope of Work**, attached hereto.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement.

2. Amended Section 4, Time for Performance. Section 4 is amended to read:

The grant term shall be extended for an additional one-year term. The second one-year grant term shall begin June 1, 2020 and shall end May 31, 2021.

3. Amended Section 5, Grant Funding, Method of Disbursal, Receipts. The first and second paragraphs of Section 5 are amended to read:

Grantee shall be paid for the performance of the Work set forth in **Schedule A-1** in accordance with the program **Budget, Schedule B-1**, attached hereto and incorporated herein. Payments shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work but shall be “Capped” so as not to exceed One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) for this grant term, June 1, 2020 – May 31, 2021. The total grant amount over the entire grant term as extended by this First Amendment (June 1, 2019 – May 31, 2021) shall not exceed Three Hundred Eighty Thousand Dollars and No Cents (\$380,000.00). Payments shall be due upon completion of the Work or as otherwise specified in **Schedule A-1** or **Schedule B-1**.

Upon execution of this First Amendment, Grantee may be advanced an amount not to exceed One Hundred Thirty Five Thousand Dollars and No Cents (\$135,000.00) (75% of total First Amendment compensation). The advance will be offset against future invoices of the Grantee. Upon early termination of this Agreement, Grantee shall repay the full amount of the advance to the extent services were not performed.

4. Amended Section 13(a), Minimum Compensation. Section 13(a) is amended to read:

As of July 1, 2020, said employees shall be paid an initial hourly wage rate of \$14.98 with health benefits or \$17.19 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.

5. Amended Section 18, Insurance. Section 18 is amended to read:

Unless a written waiver is obtained from the City’s Risk Manager, Grantee must procure and maintain for the duration of this agreement the policies of insurance identified in **Schedule Q, Insurance Requirements (Revised 9/12/2019)**, attached hereto and incorporated herein. Grantee shall provide proof of insurance, as set forth in the attached **Schedule Q**, prior to execution of this agreement.

6. Amended Section 27, Litigation and Pending Disputes. Section 27 is changed to read:

Grantee shall promptly give notice in writing to the City of any pending or threatened litigation against Grantee arising from or related to Grantee’s Exploring College and Career Options (ECCO) program 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 by completing **Schedule K, Pending Dispute Disclosure**, attached hereto and incorporated herein prior to execution of this First Amendment. Failure to disclose pending disputes prior to execution of this First Amendment shall be a basis for termination of this Agreement.

7. Exhibits. The following Exhibits to the Original Agreement are hereby replaced as set forth below:

a. Schedule A, Scope of Services. **Schedule A** attached to the Original Agreement is hereby replaced by **Schedule A-1** attached hereto. All references to **Schedule A** in the Original Agreement are replaced by reference to **Schedule A-1** for the duration of this Agreement.

b. Schedule B, Budget. **Schedule B** attached to the Original Agreement is hereby replaced by **Schedule B-1** attached hereto. All references to **Schedule B** in the Original Agreement are replaced by reference to **Schedule B-1** for the duration of this Agreement.

c. Combined Grant Schedules (Schedule C-1, Schedule K, Schedule N, Schedule N-1, Schedule P, Schedule V, Oakland's Minimum Wage Law, Affirmative Action). The Combined Grant Schedules attached to the Original Agreement are replaced by the Combined Grant Schedules attached hereto.

d. Schedule Q, Insurance. **Schedule Q** attached to the Original Agreement is replaced by **Schedule Q, Insurance Requirements (Revised 9/12/2019)** attached hereto.

e. Schedule W, Border Wall Prohibition. **Schedule W** attached to the Original Agreement is hereby replaced by **Schedule W** attached hereto.

8. Ratification of Agreement. The Original Agreement, as modified by this First Amendment, remains in full force and effect, and the parties hereby ratify the same.

9. Authority. The persons signing below represent that they have the authority to bind their respective party, and all necessary board of director's, shareholders', partners', members', city or other approvals have been obtained.

[SIGNATURES ON NEXT PAGE]

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 UNIFIED SCHOOL
DISTRICT,
a California public entity

 12/10/2020

Signature (Date)

Kyla Johnson-Trammell

Print Name

Secretary, BOE  12/10/2020


Title

Jody London, President, BOE Date
City Resolution No. 88119

Account No.: _____

Business License No. : _____

Approved as to form by OUSD Staff Attorney Joanna Powell on 10/2/2020.



File ID Number	20-0594
Introduction Date	5/13/20
Enactment Number	20-0611
Enactment Date	5/13/2020 lf
By	



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

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

May 13, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Lucia Moritz, High School Network Superintendent
Greg Cluster, Work Based Learning Coordinator

Subject: Grant Agreement - Kids First! - City of Oakland, Oakland Fund for Children and Youth (OFCY) - High School Linked Learning Office

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement between the District and The City of Oakland, in the amount of \$200,000.00, to provide support stipends for students in summer internships as part of the Link Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, Coliseum College Preparatory Academy, and MetWest High Schools, for the period of June 1, 2019 through June 30, 2020, pursuant to the terms and conditions thereof and to submit amendments thereto, if any.

BACKGROUND:

Grant agreement for select OUSD high schools for the 2019-2020 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-0594	Yes	Grant	Oakland Unified School District High Schools: McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, Coliseum College Preparatory Academy, MetWest High Schools.	To provide support stipends for students in summer internships as a part of the Linked Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO).	June 1, 2019 - June 30, 2020	City of Oakland, Oakland Fund for Children and Youth (OFCY)	\$200,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$200,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for select OUSD high schools for fiscal year 2019-2020, pursuant to the terms and conditions thereof and to submit amendments thereto, if any.

ATTACHMENTS:

Grant Face Sheet

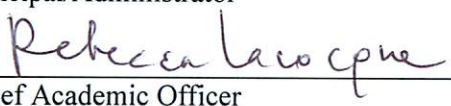

Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant: Exploring College, Career, and Community Options [Internship Program]	Funding Cycle Dates: June 1, 2019 – June 30, 2020
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Scott Kim, Program Analyst II Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612 510.238.2209 SSKim@oaklandca.gov	Grant Amount for Full Funding Cycle: \$200,000.00
Funding Agency: City of Oakland KIDS FIRST! Oakland Fund for Children & Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612	Grant Focus: To provide support stipends for students in summer internships as a part of the Linked Learning Pathway program, "ECCCO" (Exploring College, Career, and Community Options).
List all School(s) or Department(s) to be Served: McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, CCPA, MetWest High Schools.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Pathway-linked internships are an essential component of Work-Based Learning, one of the four pillars of OUSD's Linked Learning approach to High School transformation.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.25% 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.)	Student end of program feedback surveys, Internship Host Site evaluations of student performance, longitudinal shifts in student attendance, GPA, and graduation rates as compared to demographically matched control groups from the same or similar schools.
Does the grant require any resources from the school(s) or district? If so, describe.	This grant will be matched with school and central funding for additional student internship stipends as well as staffing that supports internship placement processes and summer internship monitoring and internship seminar instruction.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.25% 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.)	Greg Cluster, Work-Based Learning Coordinator Oakland Unified School District 1000 Broadway, Suite 440 510.435.6115 Greg.Cluster@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		3/13/2020
Chief Academic Officer	Sondra Aguilera		3/13/2020

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		

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

Whereas, pursuant to City of Oakland Resolution No. 87753 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 June 1, 2019 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 June 1, 2019 and shall end on June 30, 2020.

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 TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) ("Authorized Funds") in fiscal year 2019 - 2020 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 \$40,000 (20% of total grant amount for Year-Round programs). 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 into the Cityspan online database on a regular basis and submit automated invoices and progress reports electronically. 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 no less than once (1) during the three (3) year grant cycle 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 they 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, 2019, said employees shall be paid an initial hourly wage rate of \$14.35 with health benefits or \$16.47 without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.12 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, 2020.

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 Ste 440
Oakland, Ca. 94607

Attn: Preston Thomas

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

Debraj Barua 9/4/19
(City Administrator's Office) (Date)

Paul Z. Fung 9.03.19
(Department Head Signature) (Date)

Approved as to form and legality:

Ravi S. Patel 8.27.19
(City Attorney's Office Signature) (Date)
Ravi S. Patel

Approved as to form by Joanna Powell, Staff Attorney.
4/13/2020

Joanna L. Powell
Jody London

Jody London
President, Board of Education

5/14/2020

Kyle Johnson-Trammell
Kyle Johnson-Trammell
Secretary, Board of Education

5/14/2020

Oakland Unified School District,
a California public entity.

Boone 6/11/19
(Signature) (Date)

Title: High School Superintendent

n/a

Business Tax Certificate No.

87753

Resolution Number

Accounting Number

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>

Work-Based Learning Resource Hub

1. [Internship/Job Application Skills Curriculum](#)
2. [Career Awareness & Career Exploration Materials](#)
3. OUSD Internship Tools (Below):

A compilation of tools currently in use to support summer internships (or internships in general) in OUSD [Updated: January 2020] **Questions: email greg.cluster@ousd.org**

For Students	<p>List of available summer internships for OUSD students, with clear info regarding application deadlines and processes. (Updates regularly from ELENA database): tinyurl.com/ousdeccco</p> <p>Sample student-facing fliers for summer internship program:</p> <ol style="list-style-type: none">1. Program info2. How to pursue an internship" - example from Fremont High <p>General Summer Plan Survey</p> <p>Student ECCCO Application (Template) (Gathers data necessary for enrollment in ECCCO summer cohort and also lists students interest)</p> <p>Student Stipend & Credit Packet (Coming in February)</p>
For Teachers / WBL Staff	<p>Staff-view version of available summer internships (includes student-view information plus contact emails and phone numbers for key contact at host sites and stated availability for making classroom presentations)</p> <p>Rubric for designing quality internship experiences & programs</p> <p>Curriculum for job and internship search skills (Includes Email and phone call skills and scripts, interview skills, resume writing, tax form completion, etc.)</p> <p>Sample Host Site Outreach Email for current industry partners</p> <p>Flow chart of Summer Internship Process</p>
Finance Docs For School Admins & Pathway Leads	<p>Job Description & Agreement for Summer ECCCO Teachers</p> <p>Summer ECCCO MOU for Pathways & HSLLO</p>

<p>For Partners</p> <p>(Businesses/ Orgs)</p>	<p><u>Business-facing web page with all info for prospective internship hosts</u></p> <p><u>Sign-up form for businesses/orgs offering summer internships or job opportunities</u> (populated the ELENA database)</p> <p><u>One Page FAQ on OUSD's summer ECCCO internship program</u></p> <p><u>Standard OUSD Internship Agreement</u> (to be signed by host, student, guardians, and school staff, once interns are selected and confirmed)</p> <p><u>Basic Guide for hosting interns through OUSD's ECCCO program</u></p> <p><u>OUSD Insurance Coverage for students at Internships</u></p> <p><u>Rubric for designing quality internship experiences & programs</u></p>
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