

| Board Office Use: <b>Legislative File Info.</b> |               |
|---|---------------|
| File ID Number                                  | 24-0120       |
| Introduction Date                               | 2/14/24       |
| Enactment Number                                | 24-0297       |
| Enactment Date                                  | 2/14/2024 CJH |



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** February 14, 2024

**Subject** First Amendment to the Grant Agreement – City of Oakland - Violence Prevention – Community Schools and Student Services Department

**Ask of the Board** Ratification by the Board of Education of the First Amendment to the Grant Agreement between the District and the City of Oakland for violence prevention programs.

**Background** In 2014, Oakland voters approved the Oakland Public Safety and Services Violence Prevention Act (Measure Z) which provided funds for violence prevention programs, emergency response personnel, and police officers in Oakland.

One strategy to be pursued with Measure Z Violence Prevention and Intervention Programs funds is the support of reentry programs for youth and young adults, including case management, school support, job training and placement. Pursuant to this strategy, the Oakland City Council passed Resolution Number 89273 C.M.S., awarded a grant in the amount of \$85,000.00 in Measure Z funds to continue support for violence intervention programs for Oakland Unified School District for the period July 1, 2022 through June 30, 2023. District staff entered into the attached grant agreement pursuant to authority delegated by the Board via Board Policy 3290 and the Board ratified this agreement on November 30, 2022 via Enactment No. 22-2005.

On June 20, 2023, the Oakland City Council passed Resolution Number 89796, authorizing the City Administrator to amend existing grant agreements by extending the end dates from June 30, 2023 to September 30, 2023 and increasing the grant for OUSD by \$21,250.00.

**Discussion** Ratification by the Board of Education of the First Amendment to the Grant Agreement between the District and the City of Oakland accepting an additional \$21,250.00 in City of Oakland Measure Z (Public Safety and Services Violence Prevention Act) funding, to manage and oversee the implementation of Oakland Unite support for justice involved youth and extending the period from July 1, 2022

through June 30, 2023 to September 30, 2023, will help the District support life coaching to juvenile offenders referred by the Juvenile Justice Transitional Center (JJTC) with a focus on school placement, probation discharge, and brokering of local support services via the Community Schools and Student Services Department.

**Fiscal Impact**

Grant in the amount of \$106,250.00

**Attachment(s)**

- First Amendment to the Grant Agreement
- Oakland City Council Resolution 89796
- Original Grant Agreement, Enactment 22-2005

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

This First Amendment to the Grant Agreement (the “Agreement”) is made and entered into by and between the City of Oakland, a municipal corporation (the “City”), and OAKLAND UNIFIED SCHOOL DISTRICT (“Grantee”) (collectively the “Parties”).

RECITALS

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

- A. Pursuant to Resolution No. 89373 C.M.S., the City entered into this Agreement with Grantee in an amount not to exceed \$85,000 to provide diversion services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z) for period July 1, 2022, to June 30, 2023.
- B. Pursuant to Resolution No. 89796 C.M.S., the City Council awarded additional grant funds in an amount not to exceed \$21,250 for diversion services.
- C. City and Grantee now wish to amend the Original Agreement on the terms and conditions hereinafter set forth.
- D. 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:

AGREEMENT PROVISIONS

1. Time of Performance.

Section 5 (“Time of Performance”) of the Original Agreement is amended to read:

The time of performance under this Agreement began on **July 1, 2022** and shall be completed by **September 30, 2023.**

2. Grant.

Section 2 (“Grant”) of the Original Amendment is amended to read:

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to one hundred six thousand two hundred fifty dollars (\$106,250) (the “Grant”).

3. Scope of Work

Section 3 (“Scope of Work”) is hereby amended to read:

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities (“Work”) specified in the **Scope of Work** attached to this Agreement as **Schedule A** 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. The Project Manager for the City shall be Holly Joshi.

4. Events of Default and Remedies

The final sentence of Section 20 (“Events of Default and Remedies”) is hereby amended to read:

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on September 30, 2023.

5. Notice.

Section 38 of the Original Agreement is amended to read:

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

City

City of Oakland

Department of Violence Prevention

250 Frank H. Ogawa Plaza, Suite 6300

Oakland, CA 94612

Attn: Holly Joshi

Grantee

Oakland Unified School District

1011 Union Street, Dept 946

Oakland, CA 94607

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.

6. 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.

7. Effective Date

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

8. 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 Agreement. The parties shall be entitled to electronically sign and transmit this Agreement (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 Agreement upon request

9. Authority:

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

**[SIGNATURES ON NEXT PAGE]**

**“CITY”**

**CITY OF OAKLAND**, a municipal corporation

By: \_\_\_\_\_  
City Administrator (date)

Approved for forwarding:

By: \_\_\_\_\_  
Department Head (date)

\_\_\_\_\_  
89796  
Resolution Number

Approved as to form and legality:

By: \_\_\_\_\_  
Deputy City Attorney

**“GRANTEE”**

**OAKLAND UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
DocuSigned by:  
*Sondra Aguilera*  
B072CB8C033AD406...

Print Name: Sondra Aguilera

Title: Chief Academic Officer

Date: 1/18/2024



Approved as to form by OUSD  
Staff Attorney Lynn Wu 12/21/23

**[END OF AGREEMENT]**

Name: Benjamin Davis  
Position: President, Board of Education  
Sign: *Benjamin Davis* Date: 2/15/2024

Name: Kyla Johnson-Trammell  
Position: Superintendent & Secretary, Board of Education  
Sign: *Kyla Johnson-Trammell* Date: 2/15/2024

2023 JUN -8 PM 1:13

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

APPROVED AS TO FORM AND LEGALITY

*Maria Thapic*  
CITY ATTORNEY'S OFFICE

## OAKLAND CITY COUNCIL

RESOLUTION NO. 89796 C.M.S.

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**RESOLUTION:**

- 1. AMENDING EXISTING GRANT AGREEMENTS WITH FOUR NON-PROFIT ORGANIZATIONS FUNDED TO CONDUCT SUMMER 2023 TOWN NIGHTS VIOLENCE PREVENTION EVENTS TO EXTEND THE END DATE FROM JUNE 30, 2023, TO SEPTEMBER 30, 2023, WITH NO CHANGE IN FUNDING AMOUNT; AND**
- 2. AMENDING EXISTING GRANT AGREEMENTS WITH TWENTY-NINE NON-PROFIT ORGANIZATIONS AND PUBLIC AGENCIES TO PROVIDE VIOLENCE PREVENTION AND INTERVENTION SERVICES TO EXTEND THE END DATE FROM JUNE 30, 2023, TO SEPTEMBER 30, 2023, AND ADD A TOTAL AMOUNT NOT TO EXCEED FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (\$4,600,000); AND**
- 3. AWARDED A GRANT AGREEMENT TO THE CENTER FOR EMPLOYMENT OPPORTUNITIES FOR EMPLOYMENT SERVICES FOR THE PERIOD OF JULY 1, 2023, TO JUNE 30, 2024, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000).**

**WHEREAS**, Oakland voters passed the Measure Z Public Safety and Services Violence Prevention Act (Measure Z) in November 2014, which approved the collection of taxes for 10 years to fund violence prevention and intervention objectives and established a Public Safety and Services Violence Prevention Oversight Commission (SSOC) to oversee Measure Z expenditures; and

**WHEREAS**, the Oakland Police Department, Oakland Fire Department, and Oakland Department of Violence Prevention (DVP) administer Measure Z funds for violence prevention and intervention programs and services; and

**WHEREAS**, on June 24, 2021, City Council adopted the Biennial Budget for Fiscal Years 2021-23 (Resolution No. 88717 C.M.S.), which allocated general purpose funds to the DVP in the amount of \$7,000,000 in Fiscal Year 2021-22 and \$10,000,000 in Fiscal Year 2022-23 to address the dramatic uptick in community and gender-based violence during the pandemic and as part of the City's efforts to reimagine public safety; and

**WHEREAS**, based on the results of a competitive request for qualifications process, DVP recommended that the City enter into grant agreements with 31 non-profit and public agencies for the term of July 1, 2022, to June 30, 2023, in the total amount of \$19,350,000, to implement violence intervention programs and services outlined in the DVP's Fiscal Year 2022-2024 Strategic Spending Plan; and

**WHEREAS**, the SSOC reviewed and conditionally approved the DVP's Fiscal Year 2022-2023 funding recommendations on May 23, 2022; and

**WHEREAS**, City Council reviewed and approved the DVP's Fiscal Year 2022-2023 funding recommendations on June 21, 2022, (Resolution No. 89273 C.M.S.) and approved an amendment to these recommendations on November 1, 2022, (Resolution No. 89462 C.M.S.) that reassigned funding sources for two contracts but preserved total funding amounts; and

**WHEREAS**, City Council waived the City of Oakland's Local and Small Local Business Enterprise Program requirements and competitive bidding process and awarded new grant agreements to Family Bridges, Inc. and East Oakland Boxing Association to conduct Summer 2023 Town Nights events for a six-month term beginning April 1, 2023, and ending September 30, 2023, each in a total amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) (Resolution No. 89648 C.M.S.); and

**WHEREAS**, City Council added \$450,000 to three Fiscal Year 2022-2023 grant agreements approved through Resolutions No. 89273 and 89462 C.M.S. to fully fund Summer 2023 Town Nights events at seven sites with no change in the term of July 1, 2022, to June 30, 2023 (Resolution No. 89648 C.M.S.); and

**WHEREAS**, the DVP recommends that the City amend existing grant agreements with four non-profit agencies funded to conduct Summer 2023 Town Nights events to extend the end date from June 30, 2023, to September 30, 2023, in order to fully cover the service implementation period, with no change in funding amount; and

**WHEREAS**, the City of Oakland's Fiscal Year 2023-2025 biennial budget will not be adopted by the Oakland City Council until mid-June 2023 and FY22-23 grant agreements for violence prevention and intervention services expire on June 30, 2023; and

**WHEREAS**, the DVP recommends that the City amend existing grant agreements with twenty-nine non-profit and public agencies to extend the end date from June 30, 2023, to September 30, 2023, and add a total amount not to exceed Four Million Six Hundred Thousand Dollars (\$4,600,000) in order to: (1) ensure that services continue uninterrupted beyond June 30, 2023; (2) award future grant agreements for services based on a finalized Fiscal Year 2023-2025 budget and in consultation with the SSOC; and (3) provide adequate notice to funded agencies regarding any future budget reductions that may significantly impact agency staffing and program operations; and

**WHEREAS**, the recommended grant amendments were reviewed and approved by the SSOC at its meeting on May 22, 2023; and

**WHEREAS**, the recommended grant amendments will be supported by \$2,707,500 proposed in the Biennial Budget for Fiscal Year 2023-2025 using restricted funds collected for



group and gun violence prevention programs as authorized by Measure Z, available in the Measure Z – Violence Prevention and Public Safety Act Fund (2252), Oakland Unite Organization (70211), Measure Z Program (PS37), and Measure Z, Projects TBD; and

**WHEREAS**, the recommended grant amendments will be supported by \$1,892,500 proposed in the Biennial Budget for Fiscal Year 2023-2025 using general purpose funds, available in the General Purpose Fund (1010), Oakland Unite Organization (70211), Fostering Safe and Healthy Communities Program (SC22), General Purpose, Projects TBD; and

**WHEREAS**, the DVP recommends that the City execute a new grant agreement with the Center for Employment Opportunities for employment services for the term of July 1, 2023, to June 30, 2024, in an amount not to exceed Two Hundred Thousand Dollars (\$200,000); and

**WHEREAS**, the grant agreement with the Center for Employment Opportunities will be funded by a state grant received by the Oakland Workforce Development Board; now, therefore, be it

**RESOLVED:** That the City Administrator is hereby authorized to amend existing grant agreements with the four non-profit agencies listed in Table 1 that are funded to conduct Summer 2023 Town Nights events to extend the end date from June 30, 2023, to September 30, 2023, with no change in funding amount

**Table 1. Summer 2023 Town Nights Grant Agreements That Require An End-Date Extension.**

| Agency   | Amount    |
|--|-----------|
| Trybe (host organization and fiscal sponsor for Homies Empowerment)  | \$300,000 |
| Communities United for Restorative Youth Justice   | \$150,000 |
| Building Opportunities for Self-Sufficiency (fiscal sponsor for Khadafy Washington Foundation, Hoover-Foster Resident Action Council, and Adamika Village) | \$450,000 |
| Destiny Arts Center  | \$150,000 |

; and be it

**FURTHER RESOLVED:** That the City Administrator is hereby authorized to amend existing grant agreements with the non-profit and public agencies listed in Tables 2-4 to extend the end date from June 30, 2023, to September 30, 2023, and add a total amount not to exceed Four Million Six Hundred Thousand Dollars (\$4,600,000)

**Table 2. Grant Amendment Recommendations for the Group and Gun Violence Response Strategy for the Service Period of July 1, 2023, to September 30, 2023.**

| Activity              | Agency   | Additional Amount |
|-----------------------|--|-------------------|
| Violence interruption | Youth ALIVE!                                     | \$150,000         |
|                       | Communities United for Restorative Youth Justice | \$75,000          |
|                       | Building Opportunities for Self-Sufficiency      | \$150,000         |

| Activity  | Agency   | Additional Amount  |
|---|--|--------------------|
|   | Trybe  | \$75,000           |
|   | Community & Youth Outreach, Inc.   | \$100,000          |
| Hospital-based Intervention   | Youth ALIVE!   | \$93,750           |
| Family support  | Youth ALIVE!   | \$68,750           |
| Emergency relocation  | Youth ALIVE!   | \$66,250           |
| <b>Subtotal</b>   |  | <b>\$778,750</b>   |
| Youth diversion   | Community Works West   | \$50,000           |
|   | National Institute for Criminal Justice Reform                                 | \$50,000           |
|   | Oakland Unified School District  | \$21,250           |
| Youth life coaching   | East Bay Asian Youth Center  | \$122,500          |
|   | Safe Passages  | \$68,750           |
|   | The Mentoring Center   | \$68,750           |
| Adult life coaching   | The Mentoring Center   | \$117,500          |
|   | Roots Community Health Center  | \$67,500           |
|   | Communities United for Restorative Youth Justice                               | \$75,000           |
|   | Community & Youth Outreach, Inc.   | \$117,500          |
|   | Abode Services   | \$37,500           |
| <b>Subtotal</b>   |  | <b>\$796,250</b>   |
| Adult Employment  | Oakland Private Industry Council   | \$75,000           |
|   | Youth Employment Partnership   | \$75,000           |
| Youth Employment  | Lao Family Community Development   | \$50,000           |
|   | Oakland Kids First   | \$50,000           |
|   | Safe Passages  | \$12,500           |
|   | Youth Employment Partnership   | \$100,000          |
| <b>Subtotal</b>   |  | <b>\$362,500</b>   |
| Life coaching, violence interruption, and gender-based violence support | Family Violence Law Center (Direct provider & fiscal sponsor for Youth ALIVE!) | \$262,500          |
|   | Communities United for Restorative Youth Justice                               | \$75,000           |
|   | Community & Youth Outreach, Inc.   | \$50,000           |
|   | East Bay Asian Youth Center  | \$75,000           |
|   | Student Program for Academic and Athletic Transitioning                        | \$50,000           |
| Restorative justice   | Restorative Justice for Oakland Youth  | \$87,500           |
| <b>Subtotal</b>   |  | <b>\$600,000</b>   |
| <b>Total</b>  |  | <b>\$2,597,500</b> |

**Table 3. Grant Amendment Recommendations for the Gender-Based Violence Strategy for the Service Period of July 1, 2023, to September 30, 2023.**

| Activity                 | Agency   | Additional Amount  |
|--------------------------|--|--------------------|
| 24-hour hotline          | Family Violence Law Center (with BAWAR)  | \$100,000          |
| 24-hour bedside advocacy | Ruby's Place (with S.H.A.D.E.)   | \$62,500           |
|                          | Family Violence Law Center (with Progressive Transitions)  | \$62,500           |
| <b>Subtotal</b>          |  | <b>\$225,000</b>   |
| Emergency shelter        | Covenant House   | \$100,000          |
|                          | Family Violence Law Center (with BAWAR)  | \$50,000           |
|                          | Sister to Sister   | \$50,000           |
| Transitional housing     | Building Opportunities for Self-Sufficiency (fiscal sponsor for Love Never Fails)  | \$75,000           |
| <b>Subtotal</b>          |  | <b>\$275,000</b>   |
| Life coaching            | East Bay Asian Youth Center  | \$62,500           |
| Legal advocacy           | Family Violence Law Center (with Bay Area Legal Aid and Justice At Last)   | \$162,500          |
| Employment               | Building Opportunities for Self-Sufficiency (with S.H.A.D.E., Love Never Fails, and Realized Potential)                                  | \$87,500           |
| Therapeutic support      | Family Violence Law Center (with Mujeres Unidas y Activas and BAWAR)   | \$75,000           |
|                          | Building Opportunities for Self-Sufficiency (Fiscal sponsor for A Safe Place, Adamika Village, Love Never Fails, and Men Creating Peace) | \$75,000           |
|                          | Oakland Unified School District – Office of Equity   | \$50,000           |
| Safe space alternative   | Youth Women's Freedom Center   | \$50,000           |
|                          | Oakland LGBTQ Community Center   | \$37,500           |
| <b>Subtotal</b>          |  | <b>\$600,000</b>   |
| <b>Total</b>             |  | <b>\$1,100,000</b> |

**Table 4. Grant Amendment Recommendations for the Community Healing and Restoration Strategy for the Service Period of July 1, 2023, to September 30, 2023.**

| Agency  | Additional Amount |
|---|-------------------|
| Catholic Charities of the Diocese of Oakland  | \$50,000          |
| Restorative Justice for Oakland Youth   | \$50,000          |
| Urban Peace Movement (fiscal sponsor of Movement Strategy Center)   | \$87,500          |
| Building Opportunities for Self-Sufficiency (fiscal sponsor of Khadafy Washington Foundation and Adamika Village) | \$62,500          |
| <b>Subtotal</b>   | <b>\$250,000</b>  |
| Trybe   | \$90,000          |
| Communities United for Restorative Youth Justice  | \$90,000          |
| Roots Community Health Center   | \$90,000          |

| Agency                                      | Additional Amount |
|---|-------------------|
| Building Opportunities for Self-Sufficiency | \$90,000          |
| Community & Youth Outreach, Inc.            | \$90,000          |
| <b>Subtotal</b>                             | <b>\$450,000</b>  |
| Catholic Charities                          | \$50,000          |
| <b>Subtotal</b>                             | <b>\$50,000</b>   |
| Urban Strategies Council                    | \$62,500          |
| <b>Subtotal</b>                             | <b>\$62,500</b>   |
| Youth Leadership Institute                  | \$150,000         |
| <b>Subtotal</b>                             | <b>\$150,000</b>  |

; and be it

**FURTHER RESOLVED:** That the recommended grant amendments will be supported by \$2,707,500 proposed in the Biennial Budget for Fiscal Year 2023-2025 using restricted funds collected for group and gun violence prevention programs as authorized by Measure Z, available in the Measure Z – Violence Prevention and Public Safety Act Fund (2252), Oakland Unite Organization (70211), Measure Z Program (PS37), and Measure Z, Projects TBD; and be it

**FURTHER RESOLVED:** That the recommended grant amendments be supported by \$1,892,500 proposed in the Biennial Budget for Fiscal Year 2023-2025 using general purpose funds, available in the General Purpose Fund (1010), Oakland Unite Organization (70211), Fostering Safe and Healthy Communities Program (SC22), General Purpose, Projects TBD; and be it

**FURTHER RESOLVED:** That the City Administrator is hereby authorized to award a grant agreement to the Center for Employment Opportunities for employment services for the term of July 1, 2023, to June 30, 2024, in an amount not to exceed Two Hundred Thousand Dollars (\$200,000); and be it

**FURTHER RESOLVED:** That the grant agreement with the Center for Employment Opportunities will be funded by a state grant received by the Oakland Workforce Development Board; and be it

**FURTHER RESOLVED:** That any unexpended balances due to grantees not meeting their deliverables shall be placed into the Measure Z – Violence Prevention and Public Safety Act Fund (2252), Oakland Unite Organization (70211), and Measure Z Service Prior Year Reserve Project (1004313) or and/or General Purpose Fund (1010), Oakland Unite Organization (70211), Reimaging Public Safety Project (1006367); and be it

**FURTHER RESOLVED:** That the City Administrator or designee is authorized to complete all required negotiations, certifications, assurances, and documentation required to accept, modify, extend, and/or amend the above-referenced grants for services without increasing the amount of the grants except as specified above.

IN COUNCIL, OAKLAND, CALIFORNIA,

**JUN 20 2023**

PASSED BY THE FOLLOWING VOTE:

AYES - ~~WMA~~, GALLO, JENKINS, KALB, KAPLAN, RAMACHANDRAN, REID, AND  
PRESIDENT FORTUNATO BAS - 7

NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - Five

ATTEST:

  
ASHA REED

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

| Board Office Use: Legislative File Info. |               |
|--|---------------|
| File ID Number                           | 22-2277       |
| Introduction Date                        | 11/30/22      |
| Enactment Number                         | 22-2005       |
| Enactment Date                           | 11/30/2022 os |



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson Trammell, Acting Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** November 30, 2022

**Subject** Grant Agreement – City of Oakland - Violence Prevention – Community Schools and Student Services Department

**Ask of the Board** Ratification by the Board of Education of Grant Agreement between the District and the City of Oakland for violence prevention programs.

**Background** In 2014, Oakland voters approved the Oakland Public Safety and Services Violence Prevention Act (Measure Z) which provided funds for violence prevention programs, emergency response personnel, and police officers in Oakland.

One strategy to be pursued with Measure Z Violence Prevention and Intervention Programs funds is the support of reentry programs for youth and young adults, including case management, school support, job training and placement. Pursuant to this strategy, the Oakland City Council passed Resolution Number 89273 C.M.S., awarded a grant in the amount of \$85,000.00 in Measure Z funds to continue support for violence intervention programs for Oakland Unified School District for the period July 1, 2022 through June 30, 2023. District staff entered into the attached grant agreement pursuant to authority delegated by the Board via Board Policy 3290.

**Discussion** Ratification by the Board of Education of Grant Agreement between the District and the City of Oakland accepting \$85,000.00 in City of Oakland Measure Z (Public Safety and Services Violence Prevention Act) funding, to manage and oversee the implementation of Oakland Unite support for justice involved youth for the period July 1, 2022 through June 30, 2023 will help the District support life coaching to juvenile offenders referred by the Juvenile Justice Transitional Center (JJTC) with a focus on school placement, probation discharge, and brokering of local support services via the Community Schools and Student Services Department.

**Fiscal Impact** Grant in the amount of \$85,000.00

**Attachment(s)**

- Grant Management Face Sheet
- Grant Agreement
- Schedule A - Scope of Work
- Schedule A-2 – Collections, Sharing, and Use of DVP Program Data
- Budget
- Budget Narrative
- Combined Grants Schedules

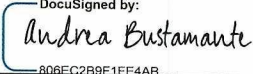
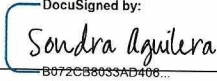
OUSD Grants Management Face Sheet

|  |  |
|--|--|
| <b>Title of Grant:</b><br>City of Oakland – Violence Prevention  | <b>Funding Cycle Dates:</b><br>July 1, 2022 – June 30, 2023  |
| <b>Grant’s Fiscal Agent:</b><br>(contact’s name, address, phone number, email address)<br>City of Oakland<br>Human Services Department<br>150 Frank H. Ogawa Plaza, Suite 4340<br>Oakland, CA 94612<br>Attn: Peter Kim | <b>Grant Amount for Full Funding Cycle:</b><br>\$85,000  |
| <b>Funding Agency:</b><br>City of Oakland/Oakland Unite  | <b>Grant Focus:</b><br>Manage and oversee the Implementation of Oakland Unite support for justice involved youth |
| <b>List all School(s) or Department(s) to be Served:</b><br>Community Schools & Student Services   |  |


| Information Needed  | School or Department Response  |
|---|--|
| How will this grant contribute to sustained student achievement or academic standards?  | Justice involved youth will be connected to schools and case managers to support their successful transition back to school.   |
| How will this grant be evaluated for impact upon student achievement?<br><br>(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.) | We will track the number of youth enrolled in school and the education supports provided.  |
| Does the grant require any resources from the school(s) or district? If so, describe.   | Yes, grant budget narrative lists costs to the District for salary and benefits for violence prevention staff as \$101,548.04  |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?<br><br>(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?<br>(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?<br>(Include contact’s name, address, phone number, email address.)   | Community Schools and Student Services Department<br>Oakland Unified School District<br>1000 Broadway, Suite 150<br>510.879.2901<br><a href="mailto:Andrea.Bustamante@ousd.org">Andrea.Bustamante@ousd.org</a> |



**Applicant Obtained Approval Signatures:**

| Entity                  | Name/s            | Signature/s   | Date       |
|-------------------------|-------------------|---|------------|
| Principal/Administrator | Andrea Bustamante | <br><small>806EC2B9E1EE4AB</small>   | 10/27/2022 |
| Chief Academic Officer  | Sondra Aguilera   | <br><small>B072CB8033AD406...</small> | 10/30/2022 |

**Grant Office Obtained Approval Signatures:**

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

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

This Grant Agreement (the “Agreement”) is made and entered into by and between the City of Oakland, a municipal corporation (the “City”), and OAKLAND UNIFIED SCHOOL DISTRICT (“Grantee”).

RECITALS

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

- A. The City wishes to enter into this Agreement with Grantee to provide Violence Intervention Services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z) for period July 1, 2022 to June 30, 2023.
- B. The City Council, pursuant to Resolution No. 89273 C.M.S. has awarded a grant in the amount not to exceed \$85,000 for Youth Diversion.

**NOW, THEREFORE**, the Parties to this Agreement covenant as follows:

1. 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. Grant

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to Eighty-Five Thousand dollars (\$85,000) (the “Grant”).

3. Scope of Work

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities (“Work”) specified in the **Scope of Work** attached to this Agreement as **Schedule A** 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. The Project Manager for the City shall be Guillermo Cespedes.

4. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of Work under this Agreement in accordance with conditions of this Agreement including the attached Scope of Work in addition to City of Oakland rules, regulations and policies and applicable federal and state laws.

5. Time of Performance

The time for performance under this Agreement shall begin on July 1, 2022, and shall end on June 30, 2023(“Term”).

6. Method of Payment

Grantee shall be paid for the performance of the Work set forth in **Schedule A** in accordance with the program **Budget**. Payments shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work but shall not exceed the Grant amount. Payments will be due upon completion of the Work or as otherwise specified in Scope of Work or the Budget. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City’s expense forms. Invoices shall include a description of the Work completed, itemized costs, fees and expense and the amount due.

Grantee shall submit a request for payment accompanied by an itemized list of eligible expenditures on the City’s expense form. Each request for payment shall include a description of the Work completed, a report detailing the clients served under this Agreement, the current status of their cases, and aggregate results to date. If Grantee’s performance is not on pace to meet or exceed performance goals under this Agreement, Grantee shall provide an explanation for not meeting performance goals and a detailed plan to increase client service levels for the remainder of the Term of this Agreement in order to meet performance goals.

The documents submitted will be reviewed and approved for payment by the Project Manager. The City shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Work will be based on an overall assessment of the progress Grantee has made towards achieving the goals of the Agreement and the performance measures.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within 30 days following the completion or termination of this Agreement. No claims submitted after the 30-day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by Grantee and not reported to the City within the 30-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

7. Prompt Payment

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a “disputed invoice”

within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a “disputed invoice” is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is “disputed”, the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City’s Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, Grantee shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless Grantee notifies the City’s Liaison in writing within five business days that there is a bona fide dispute between Grantee and claimant, in which case Grantee may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City’s Liaison and, and upon the filing of a compliant, Grantee, if opposing payment, shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Grantee fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Grantee is not allowed to retain monies from subcontractor payments for goods as project retention and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, Grantee is required to file notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release; and Grantee is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

## 8. Evaluation, Monitoring and Reporting

Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Scope of Work. Grantee shall undertake continuous quantitative and qualitative evaluation of the Scope of Work as specified in this Agreement and shall make written reports on the results of such evaluation to the Project Manager as reasonably requested by the Project Manager.

In addition to the financial requirements described elsewhere in this Agreement, Grantee agrees that authorized representatives of the City may perform fiscal monitoring of Grantee's record-keeping and reporting to assure compliance with this Agreement.

## 9. Program Income

Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the City and must be transmitted to the City promptly.

## 10. Proprietary or Confidential Information of the City

Grantee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Grantee may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Grantee agrees that all information disclosed by the City to Grantee shall be held in confidence and used only in performance of the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent Grantee would use to protect its own proprietary data.

## 11. Records and Audit

Grantee must 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 agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements applicable to the funding sources of the Grant. The City shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must 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.

Grantee must make available at Grantee's office for examination at reasonable intervals and during normal business hours to the City's representatives, as well as representatives of agencies providing funding for the Grant, all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The City's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for three years following the expiration of the term of this Agreement.

12. Fraud, Waste and Abuse

Grantee must immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work.

13. [RESERVED]

14. Assignment and Subcontracting

Grantee may not assign, subcontract, or otherwise transfer any rights, duties, obligations or interest in this Grant or 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, subcontract, or transfer without such prior written consent shall be void. Consent to any single assignment, subcontract, or transfer shall not constitute consent to any further assignment, subcontract or transfer.

15. Publicity

Any publicity generated by Grantee for the program funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, shall make reference to the contribution of the City in making the project possible. The words "City of Oakland" shall be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, 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 program 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 program.

16. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must acquire and maintain for the duration of this Agreement the insurance listed in **Schedule Q, Insurance Requirements (Revised 9/12/2019)** attached hereto and incorporated herein by reference.

17. Indemnification

- a. Grantee agrees to indemnify and hold harmless the City, its agencies, departments, councilmembers, officers, directors and employees (collectively "Indemnitees") from, and, upon request, to defend Indemnitees against, any and all liabilities, obligations, losses, damages, fines, penalties, claims (including but not limited to claims for property damage, personal injury, and wrongful death), actions, suits, judgments, costs or expenses of whatsoever kind and nature (including reasonable attorney's fees) caused by or arising directly or indirectly from 1) a material breach of the terms of this Agreement by Grantee, 2) a negligent, grossly negligent or willful act or omission of Grantee in performance of this Agreement or expenditure of the grant funds, or 3) the violation by Grantee of any federal, state or local laws or regulations in performance of this Agreement or expenditure of the grant funds.
- b. The term "Grantee" as used in this indemnification provision includes Grantee, its board members, officers, directors, employees, and agents.
- c. The City agrees to promptly provide Grantee written notice of any claim of loss or damage subject to this indemnification provision and to cooperate with Grantee, in the defense against any such claim and all related settlement negotiations to the extent that cooperation does not conflict with City's interests
- d. The City reserves the right retain its own legal counsel for the purposes of participating in the defense against any claim of loss or damage subject to this indemnification provision if Grantee fails or refuses to defend the City with counsel reasonably acceptable to the City. In no event shall either Grantee or the City agree to the settlement of any claim described herein without the prior written consent of the other party.
- e. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not extend to any action or claim arising from the sole negligence, gross negligence or willful misconduct of an Indemnitee.
- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement.

- h. The City's liability under this Agreement shall be limited to payment of Grantee in accord with the terms and conditions of this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

18. Non-Liability of City

No councilmember, 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.

19. 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.

20. Events of Default and Remedies

A. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

1. Failure to adequately perform the Work set forth in the Scope of Work;
2. The use or expenditure of funds provided under this Agreement by Grantee in any manner that is not consistent with the purpose of this Agreement or in compliance with the Scope of Work attached hereto;
3. Substantial failure by Grantee to observe and perform any other material provision of this Agreement; or
4. Grantee's (a) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (b) making a general assignment for the benefit of creditors; (c) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (d) insolvency; or (e) failure, inability or admission in writing of its inability to pay its debts as they become due.

B. The City shall give written notice to Grantee of any default by specifying the nature of the event or deficiency giving rise to the default, the action required to cure the deficiency, if an action to cure is possible, and a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of



cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Grantee's cure of the specified breach. Upon an event of default that has not been cured by Grantee, the City, in its discretion, may take any of the following actions:

1. Terminate this Agreement in whole or in part;
2. Suspend payments under this Agreement;
3. Demand immediate reimbursement of any funds disbursed under this Agreement other than funds Grantee has: (i) regranting or (ii) is legally bound to regrant to organizations as contemplated hereunder;
4. Bring an action for equitable relief (i) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief;
5. Bar Grantee from future funding by the City; and/or
6. Pursue any other remedy available at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2023.

#### 21. Termination or Modification for Lack of Appropriation

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Grant. The City may terminate this Agreement on thirty (30) days written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work.

#### 22. 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, all pending disputes with the City prior to execution of this Agreement and any amendment to this Agreement on **Schedule K**, attached hereto and incorporated herein. Failure to disclose pending disputes prior to execution of this Agreement or any amendment to this agreement shall be a basis for termination of this Agreement.

#### 23. Conflict of Interest

- a. 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.
- b. 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.
- c. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter 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 (a) any 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 totaled more than \$500, or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to the 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.).
- d. 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.

- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.
- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

#### 24. Non-Discrimination/Equal Employment Practices

Grantee shall not discriminate against any person or group of persons in any manner prohibited by federal, state or local laws applicable to Grantee.

During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status. 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 subgrantees 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 actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry, national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status.
- 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.

#### 25. Local/Small Local Enterprise Participation

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

#### 26. Living Wage Requirements

Grantee will be considered a City Financial Assistance Recipient ("CFAR") and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 1, 1998). 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, that Grantee provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum Compensation - As of July 1, 2022, said employees shall be paid an initial hourly wage rate of **\$16.14** with health benefits or **\$18.53** 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 **\$2.39** 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 employees 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 subgrantees 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 Contract Compliance.

## 27. 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.

28. Minimum Wage Ordinance

Grantee shall comply with Oakland's Minimum Wage law set forth in Chapter 5.92 of the Oakland Municipal Code ("O.M.C.").

Oakland Minimum Wage law requires that Employers (as defined therein) pay Employees (as defined therein) no less than the Oakland's minimum wage rate for each hour worked within the geographic boundaries of the City Oakland. Oakland's Minimum Wage Law also requires paid sick leave for Employees and payment of service charges collected for their services. Employers must notify employees of the annually adjusted rates by December 15<sup>th</sup> of each year and prominently display notices at the job site.

29. 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.

30. Religious Prohibition

Grantee shall not use the grant funds awarded under this agreement for religious worship, instruction, or proselytization.

31. Business Tax Certificate or Exemption

Grantee shall obtain and provide proof of a valid City business tax certificate or business tax exemption certificate. Said certificate must remain valid for the duration of this Agreement.

32. Abandonment of Grant

The City may abandon or indefinitely postpone this Grant at any time. Should the Grant be abandoned, the City shall pay Grantee for all services performed thereto in accordance with the terms of this Agreement.

33. Relationship of Parties

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.

#### 34. Warranties

Grantee represents and warrants: (1) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the terms of this Agreement including using Grant proceeds to regrant funds as contemplated by Section 2 above; (2) that it is duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to enter into and perform its obligations under this Agreement; (4) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect the financial condition or operation of the Grantee, other than those already disclosed to the City; and (5) that the person executing and delivering this Agreement is authorized to execute and deliver such document on behalf of Grantee.

#### 35. Unavoidable Delay in Performance

The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within ten calendar days from the commencement of the cause. The time for performance under this Agreement may also be extended for any reason by the mutual written agreement of the City and Grantee.

#### 36. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is approved as to form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee.

#### 37. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

#### 38. Notice

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

City

City of Oakland  
Department of Violence Prevention  
250 Frank H. Ogawa Plaza, Suite 6300  
Oakland, CA 94612  
Attn: Guillermo Cespedes  
gcespedes@oaklandca.gov

Grantee

Oakland Unified School District  
1000 Broadway, Suite 440  
Oakland, CA 94607

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.

39. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. 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.

40. Amendments and Modifications

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

41. Waiver

Any waiver by the City of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the City. No waiver should be implied from any delay or failure by the City to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or



omission by Grantee should not be construed to be a consent to any other act or omission or to waive the requirement for the City's written consent to future waivers.

#### 42. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the City.

#### 43. 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.

#### 44. Commencement, Completion and Close-out

It shall be the responsibility of Grantee to coordinate and schedule the Work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement. Any extension of time provided to enable Grantee to complete the Work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. If Grantee fails to complete the Work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the Work to be performed under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a request for final payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. If Grantee fails to timely submit a complete and accurate request for final payment, the City shall be relieved of any further obligations under this Agreement, including without limitation any obligation for payment of Work performed or payment of claims by Grantee.

#### 45. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

46. Inconsistency

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

47. 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 Agreement. The parties shall be entitled to electronically sign and transmit this Agreement (whether by facsimile, PDF, email or other electronic 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 Agreement upon request.

48. Exhibits

The following exhibits and schedules are attached to this Agreement and are hereby incorporated herein by reference:

- Schedule A: Scope of Work and Budget
- Schedule A-2: Collection, Sharing, and Use of Department of Violence Prevention (DVP) Program Data
- Schedule C-1: Compliance with ADA
- Schedule K: Pending Dispute Disclosure Form
- Schedule N: Declaration of Compliance with Living Wage
- Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
- Schedule Q: Insurance Requirements

49. Authority:

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

**[SIGNATURES ON NEXT PAGE]**

**“CITY”**

**CITY OF OAKLAND**, a municipal corporation

By: *[Signature]* <sup>MDLT</sup> Apr 26, 2023  
City Administrator (date)

Approved for forwarding:

By: *G. Kentrell Killens* Apr 26, 2023  
Kentrell Killens (Apr 26, 2023 11:28 PDT)  
Department Head (date)

89273  
Resolution Number

Approved as to form and legality:

By: *Tricia Shafie* Apr 26, 2023  
Tricia Shafie (Apr 26, 2023 09:10 PDT)  
Deputy City Attorney

Approval as to form by OUSD attorney Carrie Rasmussen on October 21, 2022.

*Carrie M. Rasmussen*

**[END OF AGREEMENT]**

**“GRANTEE”**

**OAKLAND UNIFIED SCHOOL DISTRICT**

By: *[Signature]*  
DocuSigned by: Sondra Aguilera 6072C8B033A0406

Print Name: Sondra Aguilera

Title: Chief Academic Officer

Date: 10/30/2022

*[Signature]*  
Kyla Johnson Trammell,  
Secretary, Board of Education

**SCHEDULE A TO CITY OF OAKLAND GRANT AGREEMENT**  
**Department of Violence Prevention Grantee Services**  
**July 2022- June 2023**

This Scope of Work outlines services that will be provided by **Oakland Unified School District (OUSD)** (Grantee) as a condition of receiving funds from the **City of Oakland** (City) Department of Violence Prevention (DVP).

The violence prevention programs administered by DVP, funded by the Oakland Public Safety and Services Violence Prevention Act of 2014 (Safety and Services Act) and other funding sources are collectively called '**DVP funds**' and may be referred to as such throughout this scope.

**SECTION I: YOUTH DIVERSION AND YOUTH AND ADULT LIFE COACHING – YOUTH DIVERSION**

**A) Description of Services**

1. Grantee, as a provision of receiving DVP funds from the City in the Youth Diversion and Life Coaching sub-strategy, shall place students exiting the Juvenile Justice Transition Center (JJTC) in an Oakland Unified School District (OUSD) educational site or other educational institution and refer eligible youth to life coaching services. This will include staffing of one Enrollment Coordinator and the provision of services for up to 250 youth to be re-enrolled or assisted with enrollment back into an OUSD school and 150 youth to be referred for life coaching services over the contract period of July 1, 2022- June 30, 2023.
2. **Start-up Efforts:** This is an ongoing program and no new staff will be needed.
3. **Services Summary:** The OUSD enrollment coordinator will enroll youth in OUSD educational sites as well as other educational institutions and refer youth to life coaching services based upon outreach to families and needs assessments of minors prior to or at the time of their release from juvenile hall. The OUSD enrollment coordinator will support case conference meetings with life coaches, OUSD staff, JJTC staff and medical staff, as needed. Alameda County Probation has placed a deputy probation officer supervisor (DPO) liaison in the JJTC to collaborate with the enrollment coordinator on referrals to DVP-funded providers and to provide informational support to life coaches. Services will consist of the following:
  - a. Eligibility requirements and participant recruitment: youth served must be ages 12 to 18, leaving the JJTC and or walk-ins (meeting eligibility requirements) reenrolling in OUSD or other educational appropriate institution or programs. The OUSD enrollment coordinator will work with probation and JJTC staff to provide referrals to DVP funded agencies. The OUSD enrollment coordinator may also be asked to provide OUSD educational information to life coaches for participants referred from the alternative approved outside referrals.
  - b. Method of confirming participant eligibility for enrollment: The OUSD enrollment coordinator will input relevant OUSD information into the DVP Data Management System for each participant and provide a referral through the DVP Data Management System to DVP-funded agencies.
  - c. The OUSD enrollment coordinator will be supervised by OUSD personnel. The enrollment coordinator will report to the OUSD executive director of Community Schools & Student Services. The executive director will oversee all OUSD staff, programming and operations and work in partnership with other units from OUSD to support staff at the JJTC.
4. **Coordination and Mandatory Meetings:**
  - The enrollment coordinator must attend bi-monthly case conference meetings held by DVP to discuss participant success, challenges, and support needs.

- The enrollment coordinator will assist with facilitation/coordination of multi-disciplinary teams (MDT) meetings to reintroduce participants back into the school environment with supports. MDT's will be conducted as needed.
- The enrollment coordinator will participate in JJTC Case Conference where students to be referred will be discussed with Transition Center stakeholders.

**5. Participant Deliverables Recap:** The OUSD enrollment coordinator is responsible for coordinating the identification and assignment of 250 students to OUSD schools and 150 youth to DVP life coaches by the end of the contract. The enrollment coordinator will meet with the Youth Life Coaching providers as needed to ensure the referral process is smooth.

**B) Schedule for Reporting and Invoicing**

The schedule for reporting, invoicing, and payments for this sub-strategy is as follows:

| <b>Types of Report</b>   | <b>Due Date</b>                             | <b>Payment Amount</b>         |
|--|---|-------------------------------|
| Advance (if requested) due upon execution of the contract  | Within 60 days after execution of contract. | \$17,000<br>(20% of Total)    |
| Submit Progress Report documenting achievement of Quarter 1 deliverables   | Friday, October 7, 2022                     | \$17,000.00<br>(20% of Total) |
| Submit Progress Report documenting achievement of Quarter 2 deliverables   | Friday, January 13, 2023                    | \$17,000.00<br>(20% of Total) |
| Submit Progress Report documenting achievement of Quarter 3 deliverables<br><b><i>Proof of twenty-percent (20%) match of total DVP funds must be submitted*.</i></b> | Friday, April 7, 2023                       | \$17,000.00<br>(20% of Total) |
| Submit Final Progress Report documenting achievement of deliverables for entire contract   | Friday, July 14, 2023                       | \$17,000.00<br>(20% of Total) |
| <b>Total Amount</b>  |   | <b>\$85,000.00 TOTAL</b>      |

**C) Schedule for Deliverables for July 1, 2022- June 30, 2023**

Grantees are accountable for the services described in Section IA above, and for expending project funds in approved budget categories. Grantees that expend their funds fully and meet the benchmarks for the deliverables listed below will be eligible to receive 100% of their grant award. If benchmarks are not met, contract payment may be reduced. See Section II, "DVP Requirements for All Grantees" below for additional details.

| Benchmarks to be Achieved   | Quarter                    |                           |                            |                           |
|---|----------------------------|---------------------------|----------------------------|---------------------------|
|   | Q1: Ends<br>Sept. 30, 2022 | Q2: Ends<br>Dec. 31, 2022 | Q3: Ends<br>March 31, 2023 | Q4: Ends<br>June 30, 2023 |
| <b>Benchmarked Deliverables (meeting deliverables ensures access to full award)</b> |                            |                           |                            |                           |
| # of Oakland residents/students identified and assigned to school                   | 70                         | 130                       | 190                        | 250                       |
| # of students referred to life coaching   | 25                         | 50                        | 100                        | 150                       |
| # of case conferences meetings at Transition Center                                 | 10                         | 20                        | 40                         | 50                        |

|  |   |    |    |    |
|--|---|----|----|----|
| # of presentations at community meetings   | 0 | 1  | 2  | 3  |
| # of youth referred to other educational institutions  | 5 | 10 | 20 | 30 |
| Other Process Metrics (these metrics will be used to report on program quality and impact)     |   |    |    |    |
| <ul style="list-style-type: none"> <li># of students assessed for special education</li> </ul> |   |    |    |    |

## **SECTION II: DVP REQUIREMENTS FOR ALL GRANTEES**

### **A) DVP Service Requirements**

1. **Funds Must Supplement:** Grantee understands that DVP funds may not be used to supplant other funds. DVP funds may be used to expand or enhance existing programs or to initiate new services or programs.
2. **Shifts in Funds and/or Activities During Contract:** DVP reserves the right to revise contract amounts based upon shifts in available revenue during the fiscal year, either positively or negatively. In addition, shifts in contracted activities, when mutually agreed upon, may also occur at the request of DVP.
3. **Oakland Residents:** Grantee shall provide services to Oakland residents with DVP funds, unless given authority to provide services to non-residents by DVP staff for a specific reason (i.e. safety of participant, participant directly impacted by violence in Oakland).
4. **DVP Models:** Grantee shall align services with the DVP model(s) relevant to their strategy/activity(s). Grantee will work with assigned DVP staff to implement the DVP's model with program fidelity including accepting technical assistance for any shifts that may be required. DVP model practices include but are not limited to: Establishing a trusting relationship with participants, keeping participants safe and well; developing participant-centered goals; supporting sustainable change; building a professional practice; and coordinating efforts to support participants' achievement of positive outcomes and goals.
5. **Mandatory Meetings:** Grantee shall appoint appropriate staff member(s) to attend and participate in the following in person or virtual meetings. Failure to attend mandatory meetings can result in the reduction of up to 5% of the scheduled payment for that fiscal quarter.
  - a. Grantee Webinars: Grantee shall appoint appropriate staff to participate in no more than four webinars per year to orient Grantees to grant requirements and deadlines, provide evaluation updates, and offer technical assistance on the use of the DVP Data Management System (trainings may also be held in-person as needed).
  - b. Learning Opportunities: Grantee shall appoint appropriate staff members to participate in up to 30 hours per year of DVP-hosted learning opportunities that build staff capacity to implement the DVP models.
  - c. Strategy Meetings: Grantees are required to send appropriate staff to strategy meetings that will be convened by DVP as noted in Strategy/Activity Section(s) above.
  - d. Community-Based Events: Grantee shall participate in at least three (3) community virtual or in-person events to provide information about DVP Violence Prevention Programs, and the work their agency is funded to do. Grantees may be asked to table or present at relevant events by DVP staff and will be asked to document community event participation in quarterly progress reports. A DVP sign must be visible at all tabling events.

6. **Grantee Manual:** Grantee shall adhere to the instructions and procedures provided, and revised from time to time, by DVP in the DVP Grantee Manual.
7. **Referrals:** Grantee shall refer participants to needed services such as health (including MediCal or other insurance enrollment), mental health, employment, housing, and other services.

## **B) Reporting, Documentation, and Evaluation Requirements**

The Grantee shall submit the following reports, as noted below, to the Program Officer designated by the DVP. If requested to do so by the Program Officer, the Grantee shall present an oral briefing on any report submitted.

1. **Progress Reports:** Reports should address progress in terms of program implementation and completing the tasks specified in the previous section(s), plans for the resolution of any problems which may arise and, if necessary, an updated work plan for the remainder of the contract period. Grantee will submit automated invoices and progress reports electronically through the DVP Data Management System.

The DVP reserves the right to withhold up to 5% of the Grantee's scheduled payments if the Grantee does not fulfill the submission of progress reports and associated data in a timely manner.

Grantee will provide four (4) quarterly Progress Reports via the DVP Data Management System that include the information above and compile program data on required deliverables and other process metrics listed in the previous section(s), as well as other program data requested for the purpose of evaluation (See Schedule A-2 for more information). Progress Reports will be due by the following dates:

- Friday, October 14, 2022 (1<sup>st</sup> quarter)
- Friday, January 13, 2023 (2<sup>nd</sup> quarter)
- Friday, April 14, 2023 (3<sup>rd</sup> quarter)
- Friday, July 14, 2023 (Final Report)

2. **Data Entry and Collection:** Grantee will abide by the terms established in Schedule A-2: Collection, Sharing, and Use of DVP Program Data incorporated by reference. Grantee is required to input individual-level participant and program data electronically, such as participant demographics, contacts, and individual service data, as well as data pertaining to group events and attendance. Data entry shall take place either contemporaneously with the services or on a weekly basis. Please reference Schedule A-2 for more information on data entry requirements.

The DVP reserves the right to withhold up to 5% of the Grantee's scheduled payments if the Grantee does not fulfill the *Data Entry and Collection* requirements listed above.

3. **Evaluation:** Grantee agrees to comply with requests from independent evaluation providers as well as from the internal process evaluator from the City Administrator's Office. Grantee agrees to participate and assist in all evaluation activities prescribed by independent evaluators, including but not limited to site visits, surveys, focus groups, assessments, and interviews. Grantee agrees to communicate with independent evaluators in a timely fashion.

The DVP reserves the right to withhold up to 5% of the Grantee's scheduled payments if the Grantee does not fulfill the *Evaluation* requirements listed above.

4. **Consent Forms:** Grantee will collect signed consent forms for every participant for whom individual-level services are provided indicating whether the individual consents to having their data shared with an external evaluator for evaluation purposes. Consent forms are not required to

obtain funded services, but are necessary to conduct evaluation of the DVP strategies. Consent forms will clearly outline measures that will be taken to safeguard client data and maintain confidentiality. For minors, services that require parental/guardian permission in order for the minor to participate in the program also require a signature of consent from a parent/guardian or from a legal designee, if they are a ward of the Court. A consent rate of 80% or higher is expected of all Grantees. Grantees must demonstrate sufficient attempts to obtain participant consent forms.

The DVP reserves the right to withhold up to 5% of the Grantee's scheduled payments if the Grantee does not fulfill the *Consent Forms* requirements listed above.

5. **Grievance Procedures:** Grantee will provide a formal procedure for clients to express and resolve grievances, including denial of services. The grievance procedure will be made available to all clients, either through public posting in the service site or through the client intake process and documented in the client's file.
6. **Match:** The Grantee will provide documentation of the twenty percent (20%) match of the total amount of DVP funds for each sub-strategy (noted above) in which the grantee receives funds. Match documentation will be required for the entire DVP contract period of July 1, 2022- June 30, 2023 by the third quarter: Friday, April 14, 2023.
7. **Lead Agencies and Fiscal Sponsors:** The Grantee shall comply with the required guidelines for monitoring of sub-grantees that will be provided in the DVP Grantee Manual, including but not limited to: ensuring documentation of service provision and submission of quarterly invoices and progress reports, and conducting program observations and site visits to review service delivery and fiscal and management controls.
8. **Service Provision Documentation:** Grantee is required to enter client-level and service delivery data into the DVP Data Management System and keep on file (either electronically or in physical form) all paper documentation related to client enrollment and the provision of services. Documentation related to group activities or community events must also be retained. Specific requirements for data entry and document retention are outlined in the above section(s) based on the Grantee's sub-strategies. All documentation should be kept on file for at least three years after the end date of this contract and will be examined by DVP staff during site and file review visits.

### C) Payment

1. The City agrees to pay the Grantee a sum not to exceed the Grant amount set forth in the Grant Agreement for the performance of deliverables and project outcomes and based on project expenditures in approved categories as outlined in the attached **Budget** and **Budget Narrative**.
2. Grant funds may only pay for the Grantee's services, materials, supplies, equipment, administration, and other operating expenses of the Grantee subject and applicable to and allowable under the overarching Grant Agreement.
3. The Grantee shall submit invoices for services with an accompanying progress report according to the schedule(s) set forth above via the DVP Data Management System. The invoice will include a budget summary of expenses incurred, an update on the completion of scheduled deliverables, and any other information or documentation required by the overarching Grant Agreement and this Scope of Work.
4. DVP will review expenditures and completion of agreed upon deliverables to determine eligible payment amounts. Percentage of deliverables achieved will be based on the extent to which benchmarks have been met across all deliverables combined. Grantees who expend grant funds in the approved categories will be eligible to receive funds based on the following criteria:



- a. Grantees who achieve less than 65% of their benchmarked deliverables will be eligible to access 85% of grant funds, if appropriately expended.
- b. Grantees who achieve 65-79% of their benchmarked deliverables will be eligible to access 90% of grant funds, if appropriately expended.
- c. Grantees who achieve 80-94% of their benchmarked deliverables will be eligible to access 95% of grant funds, if appropriately expended.
- d. Grantees who achieve 95-100% of their benchmarked deliverables will be eligible to access 100% of grant funds, if appropriately expended.

DVP reserves the right to exercise necessary discretion to adjust payment amounts when extenuating circumstances arise. As noted in B. 1, 2, 3 and 4 of this section, the DVP reserves the right to withhold up to 5% of the Grantee's scheduled payments if the Grantee does not fulfill the delineated requirements in a timely manner including, but not limited to, submission of progress reports and associated data, consistent and timely data entry, responsiveness to the independent evaluator, and demonstrating sufficient attempts to obtain participant consent forms.

5. The Grantee shall adhere to the instructions and procedures provided and revised, from time to time, by the City concerning invoices and progress reports, which may include requests for additional supporting documentation of reporting expenditures at any time.
6. For state and federally funded programs, the City will require supporting documentation of all reported expenditures. Documentation may consist of copies of the following as relevant:
  - a. Personnel expenditures: payroll reports
  - b. Purchase of goods or services: itemized vendor invoices and statement showing payment to vendor
  - c. Stipends to clients/participants: recipient list, contact information, and stipend amount

**Definitions:**

**General outreach/events:** Efforts to contact and engage a participant about whom nothing is known. This may include providing spaces for the broader community to engage in community healing activities, outreach events, street engagement, presentations at schools, et cetera.

**Intensive outreach:** Efforts to contact and engage specific participants or community members (i.e. at least their name and perhaps some other information about them is known). This can be thought of as the "engagement" work to bring a youth or young adult into a program and/or to provide appropriate referrals. Time spent trying to locate, as well as meeting with, the participant, or his/her family and teachers, counts as intensive outreach.

**Life Coaching/Case Management:** Activities once an enrolled youth or young adult has been assessed and assigned to a Life Coach (or Case Manager) who then develops and follows up on a service/case plan or Life Map with the participant. Regular in-person contact with the participant is maintained by the life coach/case manager over an extended period and efforts are made to move the participant toward the goals set out in the Life Map or service/case plan. Note that travel time spent to meet the participant does not count as life coaching time. Time spent meeting with the participant's family and teachers (as well as time with the participant) does count as life coaching time.

## **SCHEDULE A-2**

### **Collection, Sharing, and Use of Department of Violence Prevention (DVP) Program Data**

This Schedule A-2 “Collection, Sharing and Use of Department of Violence Prevention (DVP) Program Data” (hereinafter the “Data Terms”) to the Grant Agreement by and between the City of Oakland (“City”) and OAKLAND UNIFIED SCHOOL DISTRICT (“Grantee”), dated July 1, 2022, (“Agreement”) sets out the terms and methods for the secure and consensual management of personally-identifiable information (“PII”) related to individuals (“Program Participants”) who participate in programs funded by the DVP (“DVP Programs”) and administered by Grantee.

In the event that any provision of this Schedule A-2 conflicts with any provision of the Agreement, the Agreement shall control.

City contracts with an outside vendor (“Vendor”) to provide and administer a database (“DVP Data Management System”) for the purposes of collecting information related to DVP Programs. Vendor will be required to maintain the DVP Data Management System in compliance with state and federal law and to protect and preserve the confidentiality of all PII against unauthorized access.

#### **I. Description of Data to be Collected and Purpose**

Grantee will be responsible for collecting and entering PII in the DVP Data Management System for Program Participants in accordance with the requirements outlined in Agreement. PII entered for Program Participants may include full name, date of birth, demographics, current housing information, current employment information, and current education information. PII may also be connected to data regarding a Program Participant’s service delivery, including service type, frequency, duration, and outcome. The City and Grantee hereby acknowledge and agree that all PII shall be used for the sole purpose of measuring progress toward shared goals, evaluating program efforts, and informing program design and coordination for the benefit of program design and Program Participants.

#### **II. Responsibilities**

##### **a. The City shall:**

- i. Provide Grantee staff with technical assistance on how to enter data related to the programs it provides (collectively “Program Data”), including PII, through designated DVP project leads to ensure a high level of Program Data accuracy, completeness, and security;
- ii. Provide Grantee agencies with a copy of the Apricot 360 Use Policy, approved by the City’s Privacy Advisory Commission and Oakland City Council and in effect when Grantee transitions to the Apricot 360 System, and train Grantee staff on proper use of the Apricot 360 System as outlined in the Apricot 360 Use Policy;
- iii. Ensure that City contracts with program evaluators (“Evaluators”) include measures to limit PII sharing and protect security of Program Participants and Program Data as outlined in these Data Terms and as required by law;
- iv. Ensure that, as between the City and any third party such as the Vendor and Evaluators, the City shall own all Program Data. As between the City and

Grantee, Grantee owns its Program Data and the City has permission to use Grantee's Program Data as outlined in this Schedule A-2;

- v. Make final evaluation reports regarding Grantee's DVP Programs available to the Grantee;
- vi. Redact Program Participants' PII three years following service completion except if federal or state law requires a longer retention period for Program Data. This timeline ensures that Program Data are available for evaluations conducted by Evaluators, which can last for up to three years following service delivery. At the end of three years, PII will be deleted and anonymous service delivery data will be retained for an additional four years to allow the DVP to monitor trends in service delivery over time. At the conclusion of seven years, all data for an individual will be permanently deleted from the DVP Data Management System unless a longer retention period is required by federal or state law; and
- vii. Comply with local, state, and federal data privacy laws and regulations to prevent the unauthorized use and access of all PII and to limit the sharing of all PII as described in these Data Terms.

**b. The Grantee shall, as conditions of funding:**

- i. Determine which members of its agency or of any sub-grantee agencies will have access to the DVP Data Management System and what level of access they will have and obtain City approval of such determinations, which shall not be unreasonably withheld;
- ii. Review and update user lists for accuracy annually;
- iii. Maintain password security for all DVP Data Management System user accounts, including sub-grantee user accounts, and prohibit its users from sharing their identifications and passwords with anyone else. Grantee is solely responsible for monitoring its users' access to and use of the DVP Data Management System;
- iv. Immediately notify City of any unauthorized use of the DVP Data Management System or any other breach of security suspected or known to Grantee;
- v. Use the DVP Data Management System exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and with the Apricot 360 Use Policy;
- vi. Clearly communicate to each Program Participant the uses, benefits, and risks associated with their PII being entered into the DVP Data Management System;
- vii. Following protocols set out in the DVP grantee manual, administer consent forms to all Program Participants giving the City permission to share the Program Participant's information, including PII, with Evaluators, and indicate consent status in the DVP Data Management System;
- viii. Enter relevant PII in the DVP Data Management System;
- ix. Participate in evaluation activities of DVP Programs by Evaluators such as surveys, interviews, and focus groups;
- x. Upon request, make written reports of each Program Participant's PII and service data available to Program Participant and ensure that Program Participant does not have access to any other Program Participant's PII; and

- xi. Comply with local, state, and federal data privacy laws and regulations to prevent the unauthorized use and access of all PII and to limit the sharing of all PII as described in these Data Terms.
- c. **As conditions of funding, Grantee agrees and covenants that it shall not:**
- i. Breach or attempt to breach the security of the DVP Data Management System or any network, servers, data, computers or other hardware relating to or used in connection with the DVP Data Management System, or any third party that is hosting or interfacing with any part of the DVP Data Management System;
  - ii. Use or distribute through the DVP Data Management System any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the DVP Data Management System or the operations or assets of any other customer of Vendor or any third party;
  - iii. Decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the DVP Data Management System or its underlying software, in whole or in part, for competitive purposes or otherwise;
  - iv. Allow access to, provide, divulge, or make available the DVP Data Management System to any user other than its own users or any sub-grantee's users;
  - v. Write or develop any derivative works based upon the DVP Data Management System or its underlying software unless authorized by Vendor;
  - vi. Modify, adapt, tamper with or otherwise make any changes to the DVP Data Management System or any part thereof unless authorized by Vendor;
  - vii. Obliterate, alter, or remove any proprietary or intellectual property notices from the DVP Data Management System or the underlying software;
  - viii. Create Internet "links" to or from the DVP Data Management System, or "frame" or "mirror" any content;
  - ix. Except when necessary to document a Program Participant's experience, post or load any content or data that (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law.
- d. Both City and Grantee shall exercise care and caution with Program Participant PII, including ensuring secure transmission when shared. City and Grantee will store and maintain all electronic Program Participant PII in the password-protected DVP Data Management System, and paper copies of PII will be stored in locked filing cabinets. If City or Grantee detects a compromise or potential compromise in the IT security of the Program Participant PII such that PII may have been accessed or disclosed without proper authorization, they shall give notice to one another and the affected Program Participant and take corrective action as required by law.

### **III. Data Access and Sharing**

Access to Program Participant PII will be limited to the entities listed below for the purposes of service provision, technical assistance, quality assurance, contract monitoring, service coordination, and program evaluation.

- a. **Access to Data for all Program Participants:** Program Participant PII will be visible to Grantee staff who provide services to the Program Participant or who supervise staff providing services to Program Participant and to Vendor's staff who are trained and certified in data privacy and protection when providing necessary technical assistance.
- b. **Access to Data for Consenting Program Participants:** PII for Program Participants who consent will be shared with DVP data and evaluation staff who will maintain current certifications in the Health Insurance Portability and Accountability Act (HIPAA) and the Collaborative Institutional Training Initiative (CITI) for the purpose of technical assistance, data quality assurance, contract monitoring, and service coordination. All other DVP staff will only have access to aggregated data or non-PII. Additionally, Grantee will administer evaluation consent forms to all Program Participants (see "Responsibilities" above). For Program Participants who consent to having their PII used in an external evaluation, Vendor or DVP data and evaluation staff will securely share PII for those Program Participants with Evaluators contracted by the City. Vendor will only share non-PII with Evaluators for Program Participants who do not sign an evaluation consent form. Lastly, in cases when a Program Participant requests a service referral from a Grantee, Grantee may share Program Participant PII with another agency after obtaining consent from the Program Participant. Grantee must comply with all state and federal laws when sharing Program Participant PII in these circumstances.

#### IV. **Confidentiality and Use of Data**

City and Grantee acknowledge the confidential nature of PII to be collected and shared under Agreement and agree to comply with all federal and state laws, regulations, and policies that apply to the collection, use, or sharing of PII, including but not limited to HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Confidentiality of Medical Information Act (CMIA), the Family Educational Rights and Privacy Act (FERPA), and the Violence Against Women Act (VAWA).

- a. **Intended Use of Individually Identifying Data:** Program Participant PII will be used as follows: by direct service staff who provide services to the Program Participant and their supervisors; by DVP data and evaluation staff for the purpose of technical assistance, data quality assurance, contract monitoring, and service coordination; by Evaluators to match Program Participants across service providers or to other data sources (e.g. education or criminal history data) when those Program Participants have consented to sharing their data for evaluation purposes; and by providers who are making referrals to services for clients who consent to have their PII shared for the purpose of receiving a service referral. Program Participant PII will not be included in any public analyses or reports.

- b. **Prohibitions on Sharing:** Absolutely no sharing of Program Participant PII contained in the DVP Data Management System is allowed other than what is specified in these Data Terms. Local, state, or federal law enforcement and criminal justice agencies will not have access to PII from the DVP Data Management System except as required by court order and/or in response to a valid subpoena. If Grantee or City receives an order by any City, State, or Federal agency/body or court of law to provide Program Participant PII pursuant to applicable rules, regulations, or laws, the City and Grantee will notify one another within two business days, and will promptly notify the affected Program Participant(s).

**ACKNOWLEDGMENT**

I have read and agree to the terms and methods for secure and consensual handling of DVP Program Participant PII as outlined above.

**GRANTEE**

By:

[Signature]

Date:

3/3/22

**CITY**

By:

Gregory K. Killens

Gregory K. Killens (Mar 22, 2023 16:43 PDT)

[Signature]

Date:

Mar 22, 2023

**DVP: Lead Agency Budget**  
**Fiscal Year-July 1 2022 - June 30 2023**

Lead Organization Name:   
 Sub-Strategy/Activity:

**PLEASE FILL IN YELLOW CELLS ONLY**

| I. DIRECT COSTS  |               |                  | DVP Request         | Match -<br>Minimum 20%<br>of annual<br>amount | Total Project Budget |
|--|---------------|------------------|---------------------|---|----------------------|
| <b>A. PERSONNEL</b>  |               |                  |                     |   |                      |
| Lead Agency Positions  | Annual Salary | % FTE on project |                     |   |                      |
| OUSD Coordinator, JJC  | \$ 128,319    | 82%              | \$ 61,327.00        | \$ 43,894.58                                  | \$ 105,221.58        |
| Administrative Asst  | \$ 65,224     | 20%              |                     | \$ 13,044.00                                  | \$ 13,044.00         |
|  |               |                  |                     |   | \$ -                 |
|  |               |                  |                     |   | \$ -                 |
|  |               |                  |                     |   | \$ -                 |
|  |               |                  |                     |   | \$ -                 |
|  |               |                  |                     |   | \$ -                 |
| Subtotal   |               |                  | \$ 61,327.00        | \$ 56,938.58                                  | \$ 118,265.58        |
| Fringe Benefits & Rate   | rate:         | 34%              | \$ 20,851.18        | \$ 19,359.00                                  | \$ 40,210.18         |
| <b>SUBTOTAL</b>  |               |                  | <b>\$ 82,178.18</b> | <b>\$ 76,297.58</b>                           | <b>\$ 158,475.76</b> |
| <b>B. OTHER DIRECT COSTS</b>   |               |                  |                     |   |                      |
| Equipment/Computer Upgrades  |               |                  | 1,202               |   | \$ 1,202.00          |
| Facility/Classroom Rental  |               |                  |                     |   | \$ -                 |
| General Office Supplies/Software   |               |                  | 320                 |   | \$ 320.00            |
| Program Materials and Supplies   |               |                  | 1,000               |   | \$ 1,000.00          |
| Telephone/Internet/Communications  |               |                  | 300                 |   | \$ 300.00            |
| Travel/Transportation  |               |                  | -                   |   | \$ -                 |
| Staff Training/Professional Development                                      |               |                  |                     |   | \$ -                 |
| Consultants (not subgrantees)  |               |                  |                     |   | \$ -                 |
| Mini-grants  |               |                  |                     |   | \$ -                 |
| <b>SUBTOTAL</b>  |               |                  | <b>\$ 2,822</b>     | <b>\$ -</b>                                   | <b>\$ 2,822.00</b>   |
| <b>C. WAGES, STIPENDS, and FLEXIBLE FUNDS</b>                                |               |                  |                     |   |                      |
|  | Amount        | # of clients     |                     |   |                      |
| Wages (wage/hr x # hours)  |               |                  |                     |   | \$ -                 |
| Stipend  |               |                  |                     |   | \$ -                 |
| Flexible funds/ Client Incentives  |               |                  |                     |   | \$ -                 |
| <b>SUBTOTAL</b>  |               |                  | <b>\$ -</b>         | <b>\$ -</b>                                   | <b>\$ -</b>          |
| <b>D. SUBGRANTEES</b>  |               |                  |                     |   |                      |
|  |               |                  | \$ -                | \$ -  | \$ -                 |
|  |               |                  |                     |   | \$ -                 |
|  |               |                  |                     |   | \$ -                 |
| <b>SUBTOTAL</b>  |               |                  | <b>\$ -</b>         | <b>\$ -</b>                                   | <b>\$ -</b>          |
| <b>II. INDIRECT COSTS</b>  |               |                  |                     |   |                      |
| May not exceed 15% of ENTIRE DVP direct costs (including Subgrantee budgets) | Rate:         |                  |                     |   | \$ -                 |
| <b>GRAND TOTAL</b>   |               |                  | <b>\$ 85,000</b>    | <b>\$ 76,298</b>                              | <b>\$ 161,298</b>    |





# DEPARTMENT OF VIOLENCE PREVENTION

## Budget Narrative

July 1, 2022 - June 30, 2023

**Lead Agency: OUSD Community Schools, Student Services**

**Sub-strategy: Juvenile Justice Center Partnership**

### A. DIRECT COSTS

**\$ 161,298**

#### **PERSONNEL**

Subtotal **\$ 118,265.58**

Hattie Tate, OUSD Coordinator, Juvenile Justice Center Partnership. The Project Coordinator is responsible for planning, organizing, and directing the implementation and operations of this project. The base annual salary for the Coordinator is \$128,319 and benefits are \$43,628.46 totaling annual salary and benefits at \$165,784. The Coordinator will work on the program 82% FTE for 12 months for a cost of \$105,221.58.

The amount requested from Department of Violence Prevention for this line item is \$61,327 for base salary, and \$20,851 benefits (at 34%) totaling \$ 82,178.

The Coordinator will coordinate and manage and assist with 250 enrollments of youth in OUSD educational sites and refer 150 youth to case management services. As Coordinator, she will also co-facilitate with DHS staff monthly case conference meetings with Probation, Life Coaches, OUSD staff, and JJC staff. The Coordinator will collaborate with the Probation Unit Supervisor, DPOs, AC Public Health Director, ACOE Director and Director of onsite Guidance Center in completing 50 collaborative case conferences. The Project Coordinator will collaborate with other OUSD Departments and Units to improve educational outcomes for youth returning to schools in Oakland. The Coordinator will coordinate, facilitate or co-facilitate the implementation of Welcome Circles/ Multi-Disciplinary Team (MDTs, IEPs), Circles of Support and) meetings with OUSD school sites.

\$61,327 will be charged to Measure Z. The remaining salary (\$43,894) will be charged to other OUSD funds.

The amount requested from Department of Violence Prevention is

**\$61,327**

Administrative Assistant 20% FTE on program will collaborate providing general administrative support at a salary provided in matching funds of \$13,044 by OUSD.

The amount requested from Department of Violence Prevention is 0.

#### **Fringe and Benefits**

Subtotal **\$ 40,210.18**

#### FRINGE BENEFITS

(Estimated) Fringe Benefits for 82% FTE totaling \$ 35,775.34

(Estimated) Fringe Benefits for 20% FTE totaling \$ 4,434.96

The Coordinator's fringe benefit amount requested from Department of Violence Prevention is **\$ 20,851**

The fringe benefit amount in OUSD matching funds for the Coordinator and the Admin Assistant is

**\$ 19,359**



# DEPARTMENT OF VIOLENCE PREVENTION

## Budget Narrative

July 1, 2022 - June 30, 2023

### B. OTHER DIRECT COSTS

Subtotal \$ 2822.00

i. Equipment/Computer:

The amount requested from Department of Violence Prevention is \$1202.00

- ii. General Office Supplies/Software: These are the costs of office supplies, copying and software associated with the proposed project. The supply budget is \$320. This covers \$26 per month in office supplies.

The amount requested from Department of Violence Prevention is \$ 320

- iii. Program Materials & Supplies: Food for trainings is calculated for 6 case conferences/trainings at \$150 for 25 participants. We estimate serving 25 participants per training, and 6 trainings per year. The total program cost for food, program materials and supplies will be \$1500.

The amount requested from Department of Violence Prevention is \$ 1,000.00

- iv. Telephone/Internet/Communications: The District's Cellphone stipend is \$\_300\_.

The amount requested from Department of Violence Prevention is \$300

### C. WAGES, STIPENDS, AND FLEXIBLE FUNDS

Subtotal \$ 0

### D. SUB-GRANTEE

Subtotal \$ 0

- a. For this section list the organization or individual name of each subcontractor or consultant. For each and every subcontractor, enter a line item budget using the same guidelines as the lead Applicant budget. The Narrative should include what role each sub-grantee listed will be playing in the program.

### TOTAL DIRECT COSTS

|                                     | Department of Violence Prevention | OUSD Matching Funds | Totals         |
|-------------------------------------|-----------------------------------|---------------------|----------------|
| Personnel                           | 61,327                            | \$76,297.58         | \$118,265.58   |
| Fringe & Benefits                   | 20,851                            | 19,359              | 40,210.18      |
| Other Direct Costs                  | 2,822                             |                     | 2,822          |
| Wages, Stipends, and Flexible Funds |                                   |                     |                |
| Sub-grantees (if any)               |                                   |                     |                |
| <b>Total Direct Costs</b>           | <b>85,000</b>                     |                     | <b>161,298</b> |



# DEPARTMENT OF VIOLENCE PREVENTION

## Budget Narrative

July 1, 2022 - June 30, 2023

### INDIRECT COSTS

Indirect costs may be calculated up to 10% of the total grant request.

Ten percent of a total requested grant amount of \$85,000 is \$8,500, which will not be charged as an un-itemized administrative fee.

|                                 |            |
|---------------------------------|------------|
| Total Direct and Indirect Costs | \$ 161,298 |
| (Total Budget Requested)        | \$ 85,000  |

# Combined Grants Schedules



Project Name: Oakland Unified School District

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Business Name Oakland Unified School District Phone (510)879-8535 Email joanna.powell@ousd.org

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Address 1000 Broadway, Ste 440 City Oakland State CA Zip 94607 Federal ID # 94-6000385

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City of Oakland Business License Number N/A Completed by: Joanna Powell Phone if different N/A

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## **Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)**

I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

## **Schedule K – (Pending Dispute Disclosure)**

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please check one)**  Yes  No
- If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_  
 Administering Department/Division: \_\_\_\_\_ Issues: \_\_\_\_\_
- (check)** *Additional Disputes listed on Attachment*

## **Schedule N - (Living Wage – Declaration of Compliance) *Grants accumulating over \$100K, Grants under \$100K mark N/A***

**Employment Questionnaire:** Please respond to the following questions:

Responses

| Employment Questionnaire: Please respond to the following questions:   | Responses |
|--|-----------|
| (1) How many permanent employees are employed with your company? (If less than 5, stop here)   | 5,021     |
| (2) How many of your permanent employees are paid above the Living Wage rate?  | 5,021     |
| (3) How many of your permanent employees are paid below the Living Wage rate?  | 0         |
| (4) Number of compensated days off per employee? (Refer to item “a” above)   | 10-25     |
| (5) Number of trainees in your company?  | NA        |
| (6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days. | NA        |

**Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) Grants accumulating over \$25K, Grants under 25K mark N/A**

**Section A. Grantee Information**

- (1) Are you an EBO certified firm **(Please check one)**  **Yes**  **No** (if yes, please attached certificate and skip Schedule N-1)  
 (2) Approximate Number of Employees in the U.S. 5,021 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? **(Please check one)**  **Yes**  **No** (4) Union name(s) AFSCME, BCTC, CSEA, SEIU, TEAMSTERS, UAOS

**Section B. Compliance**

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

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

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

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

**Schedule P – (Nuclear Free Zone - Ordinance 11478 C.M.S.)**

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: \_\_\_\_\_

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


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

**Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. **Initial: JLP**

**Affirmative Action** - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial: JLP**

**By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.**

**Name of Individual:** Joanna Powell **Title:** Attorney

**Signature:**  **Date:** 6/21/22

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>