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Enactment Date	10/23/2024 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief of Talent

Meeting Date October 23, 2024

Subject Grant Award – California Opportunity Youth Apprenticeship - Talent/Human Resources

Ask of the Board Approval by the Board of Education of the California Opportunity Youth Apprenticeship (COY) Apprenticeship Implementation Grant Award for \$500,000.00 for the training and employment opportunities for youth pursuant to the terms and conditions thereof, for the period July 1, 2024 through December 31, 2026.

Background This grant seeks to improve access to training and employment opportunities for opportunity youth throughout the state. The California Opportunity Youth Apprenticeship (COYA) Grant was established in Senate Bill 191 for the purposes of providing funding for existing apprenticeship and pre-apprenticeship programs or to develop new apprenticeship and pre-apprenticeship programs to serve opportunity youth who are disconnected or are at risk of disconnection from systems such as education, employment, housing and more. Through the Oakland Unified School District Early Educator Apprenticeship, they aim to establish professional pathways for opportunity youth aged 18-24 within our community, including OUSD alumni, incumbent workforce members, and potential future employees. This apprenticeship initiative is designed to empower identified opportunity youth through personal and career development. In roles such as Early Childhood Education Instructional Assistants, Early Literacy Tutors, or Paraprofessionals, apprentices will engage in comprehensive program leading to the attainment of 48 units and a Master teacher Permit. This certification opens doors to career advancement within OUSD and beyond. The Early Educator Apprenticeship not only prepares opportunity youth for various career trajectories but also encourages exploration of academic pursuits in fields such as Child Development and Liberal Studies. Upon program completion, participants will be primed for full-time teaching roles in Early Childhood Education classrooms, with ongoing prospects for advancement through additional apprenticeships while pursuing a bachelor’s degree.

Fiscal Impact 500,000.00 from the California Opportunity Youth Apprenticeship Implementation Grant.

Attachments Grant Face Sheet
Award Cover Sheet
Grant Agreement

OUSD Grants Management Face Sheet

Title of Grant: California Opportunity Youth Apprenticeship (COYA) - Apprenticeship Implementation Grant	Funding Cycle Dates: 7/1/2024- 12/31/2026
Grant's Fiscal Agent: (contact's name, address, phone number, email address)	Grant Amount for Full Funding Cycle: \$500,000
Funding Agency: State of California, California Department of Industrial Relations	Grant Focus: This grant seeks to improve access to training and employment opportunities for opportunity youth throughout the state. The California Opportunity Youth Apprenticeship (COYA) Grant was established in Senate Bill 191 for the purposes of providing funding for existing apprenticeship and pre-apprenticeship programs or to develop new apprenticeship and pre-apprenticeship programs to serve opportunity youth who are disconnected or are at risk of disconnection from systems such as education, employment, housing and more. The COYA Grant Program received \$20 million in FY 2022-2023 and another \$20 million in FY 2023-2024.


	<p>Through the Oakland Unified School District Early Educator Apprenticeship, we aim to establish professional pathways for opportunity youth aged 18-24 within our community, including OUSD alumni, incumbent workforce members, and potential future employees. This apprenticeship initiative is designed to empower identified opportunity youth through personal and career development.</p> <p>In roles such as Early Childhood Education Instructional Assistants, Early Literacy Tutors, or Paraprofessionals, apprentices will engage in a comprehensive program leading to the attainment of 48 units and a Master Teacher Permit. This certification opens doors to career advancement within OUSD and beyond. The Early Educator Apprenticeship not only prepares opportunity youth for various career trajectories but also encourages exploration of academic pursuits in fields such as Child Development and Liberal Studies. Upon program completion, participants will be primed for full-time teaching roles in Early Childhood Education classrooms, with ongoing prospects for advancement through additional apprenticeships while pursuing a bachelor's degree.</p>
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List all School(s) or Department(s) to be Served:

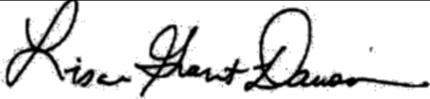
Talent, Special Education, Early Childhood

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Oakland Unified seeks to build an apprenticeship program to create a strong foundation for Oakland’s students and future staff that employ highly trained and educated staff.
<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant’s budget for evaluation.)</p>	OUSD will register 50 apprentices between the ages of 18-24 during the grant period, and meet the definition of opportunity youth. The effectiveness of this program will be evaluated through cohort participation and completion, but also through staff acquisition of child development permits, and college unit completion, as well as employment outcomes for our apprentices.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, the grant requires resources from the district primarily in the form of staff time. Two coordinators of diversity of inclusion are managing the project, developing connections with the school sites, as well as outreaching.
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(If yes, include the district’s indirect rate of 4.22% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.)</p>	Yes, we will be partnering with East Oakland Youth Development Center for recruitment and case management services. This will not begin until school year 25-26.
<p>Will the proposed program take students out of the classroom for any portion of the school day?</p> <p>(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)</p>	Not applicable
<p>Who is the contact managing and assuring grant compliance?</p> <p>(Include contact’s name, address, phone number, email address.)</p>	<p>Name: Cecilia Terrazas</p> <p>Title: Coordinator of Diversity of Inclusion, Talent Division</p> <p>Site: 944</p> <p>Address: 1011 Union Street, Oakland CA, 94607</p> <p>Phone: 310) 308-9924</p> <p>Email: cecilia.terrazas@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Chief Talent Officer	Tara Gard		9/24/24

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		9/24/24
Superintendent	Kyla Johnson-Trammell		

GRANT AGREEMENT COVER SHEET


GRANT NUMBER 23COYAAI-50

NAME OF GRANT PROGRAM California Opportunity Youth Apprenticeship (COYA) - Apprenticeship Implementation Grant	
GRANTEE NAME Oakland Unified School District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000385	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 500,000.00
START DATE: 7/1/2024	END DATE: 12/31/2026


This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, Department of Industrial Relations (DIR) and Oakland Unified School District, (the "Grantee").


- Exhibit A – Scope of Work
- Exhibit B – Proposal Narrative
- Exhibit C – Outcomes and Deliverables
- Exhibit D – Participant Plan
- Exhibit E – Budget Summary
- Exhibit F – Budget Narrative
- Exhibit G – COYA Grant Terms and Conditions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from DIR.

STATE AGENCY NAME Department of Industrial Relations		GRANTEE'S NAME (PRINT OR TYPE) Oakland Unified School District	
SIGNATURE OF DIR'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE 	
TITLE	DATE	TITLE Lisa Grant-Dawson, CBO	DATE 9/24/24
STATE AGENCY ADDRESS 1515 Clay Street, Suite 901, Oakland, CA 94612		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1011 Union Street, Oakland, CA 94607	

CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$500,000.00	PROGRAM 6110	PROJECT N/A	ACTIVITY N/A
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE General Fund		FUND NO. 0001
TOTAL AMOUNT ENCUMBERED TO DATE \$500,000.00	(OPTIONAL USE)	CHAPTER 12	STATUTE 2023
APPR REF 0011	ACCOUNT/ALT ACCOUNT 5432000/5432000000	REPORTING STRUCTURE 73506000	SERVICE LOCATION 61006
		FISCAL YEAR (ENY) 2023	


Benjamin Davis, President, Board of Education
10/23/2024


Sylvia Johnson Trammell, Secretary, Board of Education
10/23/2024

Approved as to Form by OUSD Legal

Shalini Anadkat 8/30/2024



COYA - Early Educator Apprenticeship Program

EXHIBIT A SCOPE OF WORK

A. GRANT PROVISIONS

This grant seeks to improve access to training and employment opportunities for opportunity youth throughout the state. The California Opportunity Youth Apprenticeship (COYA) Grant was established in Senate Bill 191 for the purposes of providing funding for existing apprenticeship and pre-apprenticeship programs or to develop new apprenticeship and pre-apprenticeship programs to serve opportunity youth who are disconnected or are at risk of disconnection from systems such as education, employment, housing and more. The COYA Grant Program received \$20 million in FY 2022-2023 and another \$20 million in FY 2023-2024.

B. GRANT SUMMARY

Proposal Title: COYA - Early Educator Apprenticeship Program
Grant Type: Apprenticeship Implementation Grant
Total Grant Amount: \$500,000.00

C. GRANT PARTIES

Correspondence regarding this project shall be directed to:

DAS Grant Manager: Ana Radu
Title: Staff Service Manager I
Address: 1515 Clay Street, suite 1902, Oakland, CA 94612
Phone: 510-318-4526
Email: DASgrantunit@dir.ca.gov

Grantee Liaison:

Fiscal Organization: Oakland Unified School District
Designated Contact Person: Cecilia Terrazas
Address: 1011 Union Street, Oakland, CA 94607
Email: Cecilia.terrazas@ousd.org
Phone: 310-308-9924

If the DAS Grant Manager identified above changes, Division of Apprenticeship Standards (DAS) will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison changes, the Grantee will notify the DAS Grant Manager of said change and provide the new contact information.

D. PERFORMANCE PERIOD

The performance period for participating grantees funded under the COYA Grant will commence with a fully executed grant agreement. The grant performance period will be from the date of a fully executed grant agreement and continue until December 31, 2026. No obligation or commitment of funds will be allowed before or beyond the grant period of performance. No extensions for the expenditure of this funding will be granted. Any grant funds not expended during the grant agreement period shall be returned to DAS no later than May 31, 2027.

The first quarter of the grant performance will be defined as the period of time from the date of the fully executed grant agreement until September 30, 2024. Beyond that date, the quarterly performance period will align to the calendar quarters:

- October 1 – December 31
- January 1 – March 31
- April 1 – June 30
- July 1 – September 30

The final quarter of performance on this grant will conclude December 31, 2026.

Performance of work or other expenses billable to the Department of Industrial Relations (DIR) and DAS under this grant may commence only after the signing of the grant agreement by both parties.

DIR may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement.

E. PURPOSE

The intent of the Apprenticeship Implementation Grants is to both support effective Register Apprenticeship Programs (RAP) and allow Community-Based Organizations (CBO) or workforce/educational partners to create a formal partnership with RAPs to recruit participants and offer supportive services to apprentices to increase the likelihood of completion and success. Therefore, grantees of this funding must already be a DAS registered apprenticeship program or be a CBO or workforce/educational partner that has a formal MOU with a RAP.

F. DELIVERABLES

The deliverables of this grant agreement are enclosed in Exhibit B, Project Narrative, Exhibit C, Outcomes and Deliverables and Exhibit D, Participant Plan.

G. BUDGET

1. The performance period for participating grantees funded under the COYA Grant will commence with a fully executed grant agreement and continue through December

31, 2026. No obligation or commitment of funds will be allowed beyond the grant period of performance.

2. The maximum amount of this grant is listed on Grant Agreement Coversheet.
3. The budget summary and the budget narrative are enclosed in Exhibit E and Exhibit F section of this grant agreement. The grantee shall not request funds in excess of the total grant amount.
4. 25% of the total grant amount will be paid with the approved first quarter progress report. Then there will be quarterly reimbursement thereafter contingent upon approved progress reports and the reimbursement of actual costs, which cannot commence until the grant agreement is fully executed. The final 25% of expenses must be reported but will not be reimbursed since they are paid in the first quarter.
5. DAS may deny payment or terminate the grant if the grantee's performance does not conform to the grant application, the grant solicitation, the scope of work, or other grant requirements. Additionally, DIR will perform annual assessments to ensure grant recipients meet performance metrics. Awards maybe modified based on those assessments.
6. DIR reserves the right to adjust funding levels based on the availability of funds.
7. Payment process:
 - 7.1. At the conclusion of the first quarter of performance the grantee must submit the following in order to receive payment of 25% of the total grant funding.
 - a. The STD 204 form
 - b. Narrative quarterly report
 - c. Progress update on Outcomes and Deliverables as defined in Exhibit C
 - d. Actual participant served reported through Participant Report
 - e. Fiscal report with actual expenses to date
 - f. Invoice for 25% of total grant funding
 - 7.2. At the conclusion of the second quarter of performance the grantee must submit the following to receive payment:
 - a. Narrative quarterly report
 - b. Progress update on Outcomes and Deliverables as defined in Exhibit C
 - c. Actual participant served reported through Participant Report
 - d. Fiscal report with actual expenses to date, broken down with first quarter and second quarter actual expenses
 - e. Invoice for actual expenses from first and second quarter
 - 7.3. At the conclusion of each subsequent quarter of performance the grantee must submit the following to receive payment:
 - a. Narrative quarterly report
 - b. Progress update on Outcomes and Deliverables as defined in Exhibit C

- c. Actual participant served reported through Participant Report
- d. Fiscal report with actual expenses broken down by quarter to date of actual expenses.
- e. Invoice for actual expenses from reporting period quarter

All submitted reporting will be reviewed by the DAS team and only upon approval of materials will payment of invoice be completed.

8. Allowable expenses for Implementation Grants include:

- a. Supportive Services:
 - i. Transportation
 - ii. Equipment and tools including laptops, tablets, and software along with other industry connected tools
 - iii. Internet connection services
 - iv. Emergency housing
 - v. Mental Health Services
 - vi. Mentoring
 - vii. Coaching including life coaching, interview coaching
 - viii. Work clothing
 - ix. Legal support for participants
 - x. Staffing for case management
- b. Instructional costs
 - i. Curriculum development
 - ii. Certification costs
 - iii. Instructor salaries
 - iv. Instructor training
 - v. Learning materials
- c. Marketing of program to employers
- d. Recruitment of opportunity youth
- e. Employer mentor training
- f. Employer incentives to cover employers' costs related to the apprenticeship program such as equipment, mentor training and workers' compensation insurance premiums but NOT including apprentice wages.
- g. Staffing for administering the program
- h. Data and reporting costs, both staffing and software
- i. Administrative overhead costs are limited to 10% of the grant award - this includes costs such as administration and executive team salaries.

9. Unallowable Expenses:

- a. Food and Beverage costs
- b. Lobbying cost
- c. Pre-Apprentice or Apprentice Wages

H. REPORTING

All reporting requirements must be fulfilled through the DAS reporting systems. All

grantees must have access to and the capacity to register apprentices and pre-apprentices under the grant in the required State online reporting systems – the California Apprenticeship System (CAS). Grantees will be expected to provide quarterly reports on progress towards agreed upon and contracted outcomes during the COYA grant performance period, in addition to a final report at the end of the grant period as contracted.

A grantee awarded under the Apprenticeship Implementation Grants will, at a minimum, need to provide quarterly reports to include:

1. Narrative quarterly report
2. Progress update on Outcomes and Deliverables as defined in Exhibit C
3. Actual participant served reported through Participant Report
4. Fiscal report with actual expenses broken down by quarter to date. The fiscal report must build upon the Budget in Exhibit E and demonstrate quarterly actual expenses in each budget category and demonstrate remaining unutilized funds.

The Grantee must utilize the Participant Reporting template provided by DAS which includes all required demographic information included in DAS Registration along with demonstrating how the participants are within the grant's target population. All participants served must be age 16-24 at the start of the apprenticeship. The participants served cannot start before the beginning of the performance period of the grant. Grantees must obtain proof that a participant meets one of the following criteria:

1. Currently or formerly foster youth
2. Currently or formerly Pell-eligible
3. Currently or formerly WIOA Youth or Adult eligible
4. Currently or formerly enrolled in a Title 1 school
5. Residing in a high poverty census tract
6. Formerly incarcerated
7. Youth parent
8. Person with disability

Grants awarded under this Agreement require accurate, routine, and timely reporting. This reporting ensures that DAS can measure how grant funds are used, hold grantees accountable for performance, and assess compliance with statutory grant fund expenditure requirements. Accurate reporting also helps measure successful outcomes for grantees and participants, and helps the State determine the extent to which expended public funds conferred a benefit to the public. Failure to submit accurate reports, as well as failure to meet performance milestones, is material noncompliance with the terms of the grant and is grounds for suspension of grant payments and termination of the Agreement, as provided for in paragraphs 7 and 8 of the Grant Terms and Conditions, Exhibit G – Grant Terms.

The project reports will be submitted via e-mail to DASGrantUnit@dir.ca.gov.

I. FINAL REPORT

Upon completion of the grant period, the grantee shall submit a final report to the DAS Grant Manager. The final report submitted to DAS must include:

1. Narrative report on the overall outcome of the grant
2. Clear conclusion to all Outcomes and Deliverables as defined in Exhibit C
3. Fiscal report with actual expenses broken down by quarter demonstrating full utilization of the funding. The fiscal report must build upon the Budget in Exhibit E and demonstrate quarterly actual expenses in each budget category.
4. Final Participant Report

The final report is due by the end of the grant agreement end date.

J. MONITORING AND AUDITS

The Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7, Pub. Contract Code, § 10115 et seq., CCR Title 2, Section 1896).

The Grantee agrees to participate in an evaluation, if undertaken by the State. If a statewide evaluation takes place, the Grantee will be required to participate in that evaluation by providing requested data and information. For the evaluation, the Grantee must document lessons learned and effective practices ascertained through this project. The Grantee agrees, as a part of the evaluation, to make records available, provide access to program operating personnel and participants, follow evaluation procedures detailed by the State, and comply with any other reasonable requests to effectuate the purposes of the evaluation.

K. PROJECT RECORD RETENTION

Grantee shall preserve all financial records, supporting documents, statistical records, and other records associated with this Agreement and the Project for a minimum of three (3) years after the term of this grant is completed.

Exhibit B – Project Narrative

Organization Name: Oakland Unified School District

Proposal Title: COYA - Early Educator Apprenticeship Program

Grant Type: Apprenticeship Implementation

1. Proposal overview

Oakland Unified School District (OUSD) is dedicated to fostering academic excellence while nurturing the holistic development of every child, addressing inequities, and ensuring access to outstanding educators. Through the Oakland Unified School District Early Educator Apprenticeship, we aim to establish professional pathways for opportunity youth aged 18-24 within our community, including OUSD alumni, incumbent workforce members, and potential future employees. This apprenticeship initiative is designed to empower identified opportunity youth through personal and career development.

In roles such as Early Childhood Education Instructional Assistants, Early Literacy Tutors, or Paraprofessionals, apprentices will engage in a comprehensive program leading to the attainment of 48 units and a Master Teacher Permit. This certification opens doors to career advancement within OUSD and beyond. The Early Educator Apprenticeship not only prepares opportunity youth for various career trajectories but also encourages exploration of academic pursuits in fields such as Child Development and Liberal Studies. Upon program completion, participants will be primed for full-time teaching roles in Early Childhood Education classrooms, with ongoing prospects for advancement through additional apprenticeships while pursuing a bachelor's degree.

Key outcomes of the program include:

- Graduation of each cohort with 48 UC-CSU transferable units and eligibility for the Master Teacher classification in Early Childhood Education programs.
- Establishment of effective partnerships with the Peralta Community College District to facilitate seamless educational pathways.
- Partner directly with Community Based Organizations like BANANAS and East Oakland Youth Development Center to extend outreach to opportunity youth, registering 10 to 25 apprentices each year, who will be eligible for employment within OUSD and other institutions as Preschool/Master Teachers.
- Increased interest among opportunity youth in pursuing careers in education, with a commitment to remaining in the field upon program completion.
- Provision of comprehensive support services to assist opportunity youth in achieving their educational and career goals.
- Enhanced access to advanced education opportunities for apprentices, including the pursuit of higher degrees or additional certifications beyond program completion.

Through these outcomes, the Early Educator Apprenticeship program endeavors to not only empower opportunity youth but also contribute to the cultivation of a skilled and diverse workforce in education, benefiting both our community and the broader educational landscape.

2. Program Target Population

Oakland Unified has a diverse student population. This diversity presents itself in a number of ways including ethnicity, language, economic status, family structure, housing status, etc. In Oakland, approximately one in ten youth were neither employed nor enrolled in school, accounting for 10.3% of the youth population. Among demographic groups, African American youth exhibited the highest disconnection rate at 14.8%, with Latino youth closely following at 13.2%. As a district, the strategic plan initiated in 2021 emphasized the importance of diversifying and stabilizing the workforce to be reflective of students and families and responsive to the communities' needs. The target population for this program is the students and families who are part of the district; we aim to both strengthen the workforce and provide additional educational opportunities for student alumni. Approximately 81 percent of OUSD's students and alum qualify for free or reduced price lunch, 150+ are foster youth, and we serve nearly 8,000 students with disabilities. This is the population we are targeting by developing an Early Educator Apprenticeship that specifically serves opportunity youth who have exited or graduated from Oakland Unified schools.

We intend on focusing the program towards Opportunity Youth who are early in their career, or have not yet started, who have an interest in developing as educators and are looking for post-secondary education opportunities that they may not have previously considered due to financial constraints or access to guidance navigating the process. By focusing on alumni, we are leaning into strategies that have worked with other Grow Our Own pathways that exhibit high retention rates.

3. Implementation Plan

This will be a credit bearing Registered Apprenticeship Program in partnership with Early Care Education Pathways to Success (ECEPTS) and RSI provided by the Peralta Community College District. Apprentices will take UC/CSU transferable coursework provided by Berkeley City College and Merritt College to earn a Master Teacher Permit. Participants will complete the program with a minimum of 48 post-secondary units. Candidates will be sourced through specific positions in the district where nearly 50% of the age eligible employees meet Opportunity Youth criteria. Candidates not currently employed by OUSD will also be referred to the program by community partner East Oakland Youth Development Center (EOYDC). EOYDCs work in East Oakland

Collaboration within the district's HR and Early Learning leaders will be key to identifying current and prospective employees who are Instructional Assistants, Early Literacy Tutor, and Para Educator roles who we identify as opportunity youth through an intake and application process. We will pair apprentices with administrators and mentors that are aligned with the mission of the program and dedicated to supporting their well-being and career advancement. Through regular information sessions and outreach in the community through the Oakland Public Library system, we seek to pinpoint prospective apprentices and highlight the unique opportunity for career development for both the apprentice and their mentor/journeyperson, thus creating a pathway for those aspiring to transition to lead educator roles. This strategic and informed approach to

recruitment will emphasize the transformative nature of the apprenticeship for the professional development of our staff and create buy-in for all stakeholders.

In addition to incumbent staff, we will be targeting aspiring employees in the community and graduates from our pre-apprenticeship program. Pre-apprenticeship participants will be familiar with the model and continual encouragement to continue their coursework in ECE. Career navigators will visit OUSD's traditional high schools, alternative and continuation schools and the adult schools to encourage those close to graduation to consider participating in this program. Additionally, we will partner with community organizations in Oakland to reach more youth, particularly those who are disconnected from Oakland Unified. East Oakland Youth Development Center (EOYDC) has been serving the community of East Oakland for nearly 50 years. Their programs are utilized by youth ranging in ages 5 - 26. Approximately 50% of young people in the area surrounding EOYDC do not attend an OUSD school. Partnering with this organization widens our net and provides access points to parts of the city we are not yet actively engaging. Participants' involvement in EOYDC programming demonstrates an interest in the community and working with young people which will serve them well as apprentices in ECE classrooms.

Strengthen Partnership with Peralta Community College District

A large piece of the program will be the coursework that apprentices will be taking towards their certification. As a full service school district, Oakland Unified partners with Peralta Colleges through dual enrollment, supports pre- and adult-apprenticeship development, and has supported OUSD in providing career advancement for staff. This program allows the OUSD-Peralta partnership to deepen and create further coherence for members of our community to continue their education through the Early Educator apprenticeship, with a focus on Opportunity Youth. We recognize that in order to holistically support the development and academic progress of district staff who are Opportunity Youth, they need access to courses and resources offered throughout the Peralta Community College District. By partnering with leaders at Berkeley City College and Merritt College, we intend to remove the barrier of navigating the two institutions for Opportunity Youth apprentices. For this program, we will be relying on our Peralta partners to provide RSI for Opportunity Youth apprentices as well as support for transcript audits, academic advising and tutoring. Opportunity Youth apprentices will be enrolled in at least one course each semester throughout the year. Based on the credits that an Opportunity Youth apprentice enters the program with, they will receive individualized guidance to earn their Master Teacher permit efficiently, with the hope they will take 6-8 units per term. As a program we will utilize a cohort model and work to enroll as many Opportunity Youth apprentices in the same courses as possible while providing embedded tutors and case managing individualized academic progress.

4. Program Structure and Duration

The proposed program structure aims to provide comprehensive support services to opportunity youth, ensuring their success in obtaining a CA Child Development Master Teacher Permit while working full-time in roles within the Oakland Unified School District (OUSD) serving children aged 0-8. Here's an overview of the program structure and supportive services:

Supportive Services:

- College and Career Advising: Apprentices will receive academic counseling to ensure they enroll in the correct classes needed for their permit. Academic counselors will guide them towards courses facilitating UC/CSU transferability and permit completion.
- Case Management: Upon entry, apprentices will undergo a needs assessment and intake process in order to receive ongoing case management support, including career navigation and job coaching.
- Embedded Support: Each course will have instructional assistants providing in-class support and assisting with coursework during asynchronous class time.
- Tutoring: Access to in-person or online class tutors, including math and writing tutors, will be provided.
- Transportation and Child Care Stipends: Monthly stipends will be provided for transportation and childcare needs.
- OUSD Laptops: Apprentices will receive laptops for their coursework.
- Translation Services: Costs for translating documents and providing tutoring instruction in apprentices' primary languages will be covered.
- Mental Health and Legal Support: Contracted mental health providers and legal support services will be available to participants.
- Emergency Housing: Partnerships will provide subsidized and emergency housing options for participants in need.
- In-Person Meetings and Instruction: Courses will be held at a central location in Oakland to foster community and trust. In-person instruction will be complemented by asynchronous work.
- Supplies: The district will procure necessary books and supplies for participants for each class.
- On-the-Job Training (OJT) Mentorship: Each participant will have an OJT mentor at their site to support career development and advancement.

Program Design:

- Duration: The program will last 1.5 to 3 years, depending on the number of units upon entry.
- Milestones: Apprentices will complete a total of 48 units and earn a CA Child Development Master Teacher Permit. Along the way they can meet these milestones:
 - Instructional Assistant Permit (6 ECE units)
 - Associate Teacher Permit (12 ECE units, 50 days of OJT)

- Teacher Permit (24 ECE units, 16 General Education, 175 days of OJT)
- Master Teacher Permit (24 ECE units and 16 General Education, 6 specialization, 2 supervision, 350 days of OJT)
- Course Design and Sequence:
 - Year 1
 - Fall 2024: 2 courses, 6-8 units (determined by number of starting units)
 - Spring 2025: 2 courses, 6-8 units
 - Summer 2025: 2 courses, 6-8 units
 - Year 2
 - Fall 2025: 2 courses, 6-8 units
 - Spring 2026: 2 courses, 6-8 units
 - Summer 2026: 2 courses, 6-8 units
 - Year 3
 - Fall 2026: 2 courses, 6-8 units.

This program design aims to provide comprehensive support and structured milestones, enabling opportunity youth to secure employment in education roles while advancing their qualifications and career prospects.

5. Compensation model

Position	Starting Wage	Ending Wage
Early Literacy Tutor	\$16.33/hr	\$19.17/hr
Paraeducator	\$22,125.21/yr	\$36,432.57
Instructional Assistant	\$28,089.13/yr	\$38,995.02/yr
Preschool Teacher	\$32,621.68/yr	\$88,554.38/yr

This program is for Oakland Unified School District’s identified incumbent workforce who are designated opportunity youth as well as aspiring OUSD staff who are referred to us through community based partners, Bananas and EOYDC, who qualify as opportunity youth. As such, participants will be receiving a compensation package in alignment with the labor union of their position. Each apprentice will receive an hourly wage or salary as well benefits for themselves and their dependents.

Apprentices will not be responsible for the cost of coursework during their tenure in the program. Related and Supplemental Instruction through community college partners will be paid through braided funding sources the district has received through our partnership with ECEPTs. OUSD is working closely with the RSI providers and ECEPTs to identify how the courses can be covered by Apportionment or FTES funding which would allow some of the current budgeted cost to be offset to provide more support services for Opportunity Youth apprentices. Upon

completion of this program, apprentices will have the option of continuing their education toward a BA with financial support from OUSD through one of our other pathway programs, including the Early Educator Teacher Development grant and the Classified to Teacher programs.

6. Employers connected to program

Oakland Unified is a full service district that employs more than 5000 people. About half of those are teaching positions. In addition to this program, the district implements a number of grow our own programs allowing incumbent staff to constantly develop educationally and professionally. The district would employ all of the apprentices and provide them access to continuing education pathways if they so choose. Apprentices employed for this program will include those working in various roles with children 0-8 years old. This includes our Early Career Instructional Assistants (staff with 6 ECE units), Paraeducators, and Early Literacy tutors. Staff work anywhere from 30 - 37 hours a week, depending on the role. Instructional Assistants work year round, and Paraeducators and Early Literacy Tutoring work 10 months out of the year, with a possibility for summer employment. Upon completion of the apprenticeship, apprentices will be eligible for advanced employment in the district as Master Teachers leading their own classroom. The success coordinators of this program are part of the recruitment and retention team and work with hiring managers throughout the district, ensuring that current and newly hired staff can be part of apprenticeship opportunities.

7. Partner organizations

Berkeley City College

2050 Center St, Berkeley, CA 94704
Joya Chavarin
jchavarin@peralta.edu

Merritt College

12500 Campus Dr, Oakland, CA 94619
Michelle St. Germaine
mgermaine@peralta.edu

Oakland Unified School District has partnered with Peralta Community College District for many years. As the Recruitment & Retention team we have most recently benefited from that partnership by providing opportunities for career exploration for high school students through our Early Childhood Education pre-apprenticeship program and career growth for staff members to take courses that will satisfy teacher certification exams. For this Apprenticeship, we will partner with Berkeley City College and liaise with Dr. Joya Chavarin who is the Faculty Coordinator of their Teacher Preparation Program, and notably a founding member of the first ever Early Educator Apprenticeship in California. Her leadership extends to overseeing the Early Educator, Expanded Learning, and Youth Apprenticeship programming at Berkeley City College. Before delving into apprenticeship initiatives, Dr. Chavarin collaborated with local school districts to design and implement an interdisciplinary college certificate aligned with industry certification. We will also partner with Merritt College and Michelle St. Germaine who is the Human Development Department Chair and the Coordinator of Merritt College's Early Childhood Educator Apprenticeship Program. Prior to conversations about apprenticeship,

OUSD and Merritt have worked together to prepare ECE teachers in the district and throughout the city.

Early Care Education Pathways To Success

2950 Buskirk Avenue, Suite 315

Walnut Creek, CA 94597

<https://ecepts.org/>

Early Care & Education Pathways to Success (ECEPTS) serves as the Apprenticeship Sponsor and Industry Intermediary. They have also served as fundraising support and as an all around champion of Oakland Unified Apprenticeship work since its inception. ECEPTS supports OUSD with registering apprentices, securing funding and overall program development.

TRiOPlus

Kyra Mungia

3411 East 12th Street, Suite 124

Oakland, CA 94601

kyra@trioplus.org

TRiOPlus has been partnering with OUSD for another Grow Our Own Pathway, the Oakland Teacher Residency. TRiO has provided housing, cost of living stipends, financial literacy coaching and spaces for residents to build community for the past four years. A number of our teacher residents have said that this component of the program is what makes the residency possible for them.

EOYDC

Selena Wilson

8200 INTERNATIONAL BLVD., OAKLAND, CA. 94621

selena@eoydc.org

East Oakland Youth Development Center (EOYDC) has been a staple in the Oakland community for almost 50 years. The programs they run incorporate community members across Oakland, including those who have been disconnected from education in Oakland Unified. Partnering with EOYDC allows the apprenticeship opportunity to extend to more Brown and Black young people who identify as male and are underrepresented in the field of Early Childhood Education.

BANANAS

Kym Johnson

East Oakland Office: 6818 Lion Creek Way Oakland, CA 94618

North Oakland Office: 5232 Claremont Ave. Oakland, CA 94618

kym@bananasbunch.org

BANANAS has been in childcare for more than 50 years. Their work includes supporting families with identifying and paying for childcare as well as training childcare workers. Having already sponsored early childhood education apprentices in the community, we are excited to lean into their experience in the development of this program

8. Grant Implementation Team

Cecilia Terrazas and Jarrett Austin-Thomas, Coordinators of Diversity and Inclusion.

Role: Success coordination of apprenticeship program. Will be responsible for

recruitment, Mentoring On the Job Training coordination, implementation and reporting of the program.

Cecilia Terrazas

Cecilia is a Chicana Los Angeles native and Oakland lover, with over twenty-five years experience in the field of education, youth development, community organizing and advocacy efforts aimed at creating anti racist schools and developing and supporting teachers and students in increasing Black and Brown excellence in our schools. Cecilia came to Oakland to attend the University of California, Berkeley to receive her Master's Degree in Social Welfare in 2009 and the Principal Leadership Institute at Cal in 2018 to receive a Master's in Educational Leadership. She has served as school administrator, high school teacher, nonprofit director, social worker, and union organizer, who, examines and implement services and programs to support in addressing systematic biases and disparities that affect the educational outcomes of Black and Brown students in an effort to effecting organizational change, and collaborating with partners and staff to improve racial and educational equity for youth. Currently, she serves as the Coordinator of Diversity & Inclusion at the Oakland Unified School District, focusing developing and advocating for system initiatives to increase employee diversity in schools and to reach parity in teacher and student populations.

Jarrett Austin-Thomas

Jarrett has worn many different hats in his time in education. From After-school counseling to teaching, athletic directing to recruitment, Jarrett has had opportunities to see and work with youth in a number of settings, recognizing early the need for increasing awareness and access to education careers. His interest in workforce development was sparked at the start of his career in the classroom writing IEPs and Transition plans for his graduating students. Since then he has been fortunate to support teams and programs that provide opportunities for Black and Brown students and adults to access careers in education, lowering and attempting to remove the barriers that exist for them to enter the classroom.

Sarah Glasband, Senior Director of Recruitment and Retention. Role: Oversee strategic partnerships, program design, budgeting and implementation of apprenticeship and all other pathway programs.

Sarah R. Glasband is an education leader with a strong focus on talent development within the Oakland Unified School District. Since May 2019, she has been the Director of Talent Development - Recruitment & Retention, leading efforts to fill over 1200 vacancies annually and managing a budget exceeding three million dollars. Her work emphasizes diversity and support for educator development through various pathway programs. Glasband's prior roles include Manager of Employee Retention & Development and Talent Development Associate, where she contributed significantly to recruitment, retention, and development initiatives. Her teaching experience spans from humanities instruction at MetWest High School in Oakland to social studies at Manual Arts High School in Los Angeles. Glasband holds a Master of Education in Education Leadership from UC Berkeley and a Master of Education with an emphasis on Social Justice in Urban Schools from UCLA.

Exhibit C – Outcomes and Deliverables

Organization Name: Oakland Unified School District

Proposal Title: COYA - Early Educator Apprenticeship Program

Grant Type: Apprenticeship Implementation

Project Outcomes and Deliverables (quantitative and/or qualitative)	Description
<p>Recruit staff who are within our priority eligibility pool 18-24 years of age, prioritizing staff that are OUSD alumni, speak multiple languages and graduated from high poverty schools.</p> <ul style="list-style-type: none"> - Outreach to local Community Based Organizations (CBO) who work with opportunity youth, and enroll them in apprenticeship and hire them in OUSD roles - Engage with district leaders to identify current employees - Develop targeted materials - Target current employees and pre-apprenticeship program graduates - Presentations for current employees - Offers apprenticeship positions 	<p>Cohort 1- Recruit 15 applicants who meet eligibility (Period 1)</p> <p>Cohort 2- Recruit 20 applicants who meet eligibility (Period 4)</p> <p>Cohort 3- Recruit 30 applicants who meet eligibility (Period 8)</p> <p>This metric will be achieved by hosting 10 information sessions. Development of outreach, recruitment and selection and enrollment plan, and engaging CBO's and district partners.</p> <p>Develop referral partnership with one CBO, increasing by 1 every year (Period 1, Period 7)</p>
<p>Launch an Early Educator Apprenticeship program in August 2024.</p> <ul style="list-style-type: none"> - 100% of apprentices employed in OUSD - Enroll 50 opportunity youth 	<p>Launch first cohort with 10 opportunity youth apprentices (Period 1)</p> <p>Launch second cohort with 15 opportunity youth (Period 5)</p> <p>Launch 3rd cohort with 25 opportunity youth (Period 9)</p>
<p>Establish a solid Registered Apprenticeship Program Partnership with community partners.</p> <ul style="list-style-type: none"> - Bi-Monthly/quarterly meetings with individual program partners (Period 1-4/Periods 5-10) - Monthly meeting with ECEPTS to support development and implementation (Period 1-4/Periods 5-10) - With ECEPTS support, register 100% of apprentices (Period 1-10) 	<p>Register 100% of apprentices each quarter (Periods 1-10)</p> <p>Partners attend regular meetings (Period 1-10)</p> <p>Memorandum of Understandings with program partners is approved by the Board of Education (Period 6)</p>
<p>Develop On the Job Training (OJT) Mentor Program.</p> <ul style="list-style-type: none"> - Recruit OJT mentors of apprentices - Bi Monthly/quarterly mentor meeting for 	<p>100% of apprentices have OJT Mentors (Period 1, 5, 9)</p> <p>80% of apprentices report feeling that the</p>

training, feedback, celebrations and troubleshooting	mentorship has benefited their professional development. (Period 5, 8)
Opportunity Youth will have comprehensive support services. - Systems for implementing support services childcare and travel stipends, mental health services, etc.) are established	100% of apprentices meet with academic counselor for transcript review (Period 1, 5, 9) 90% of apprentices who need support services will report utilizing services. (Period 5, 8)
RAP is effectively administered by providing instruction, obtaining classroom supplies, obtain equipment, and refine curriculum - Coursework provided by Berkeley City College and Merritt College - Staff embedded support within class - Tutoring offered in person and hybrid - Success coordinators to meet with professors prior to course beginning Monthly check in w/professor for academic update about apprentices	80% of apprentices will complete 3-4 units each semester. (Period 3, 5, 7, 9) 70% retention of apprentices each quarter of the grant (Periods 1 -10) At least 70% of participants in the apprenticeship program will be on track to complete the program within 3 years. (Period 10)
Apprentices will acquire their Master Teacher permit as well as eligibility for Assistant, Associate Teacher, and Teacher designations in the ECE setting.	Apprentices will be assessed on 10 competencies and associated performance areas widely regarded as essential for early care and education professionals assessments will occur at two different periods. 70% of participants acquire master teacher permit (Period 10)
Apprentices will have Increased interest in the educator profession and will continue in education careers upon completion of program.	70% of participants will obtain employment in educational settings (Period 10)
Apprentices will have increased access to advanced education- this includes apprentices who continue their education, such as pursuing higher degrees or additional certifications, after completing the program.	50% of apprentices who complete the program will continue to an apprenticeship to acquire BA. (Period 10)
Apprentices will have increased their salary earning compared to their salary upon entry in the program.	70% graduates hired for advanced positions (Period 10)
Apprentices will find gainful employment.	70% of apprentices that find employment after complete program (Period 10)

Exhibit D – Participant Plan

Organization Name: Oakland Unified School District

Proposal Title: COYA - Early Educator Apprenticeship Program

Grant Type: Apprenticeship Implementation

Grant Period	Number of Participants
Period 1	10
Period 2	
Period 3	
Period 4	
Period 5	15
Period 6	
Period 7	
Period 8	
Period 9	
Period 10	25
Total Participants	50

Exhibit E – Budget Summary

Organization Name:	Oakland Unified School District
Proposal Title:	COYA - Early Educator Apprenticeship Program
Grant Type:	Apprenticeship Implementation

Line Item	Expense Item	COYA Grant Funds	Amount Leveraged (Optional)	Total Project Budget	Source of Leveraged Funds (Optional)	In-Kind/ Cash (Optional)
A.	Staff Salaries		\$408,949.18	\$408,949.18		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
B.	Number of full-time equivalents					
C.	Staff Benefit Cost		\$252,759	\$252,759		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
D.	Staff Benefit Rate (percent)					
E.	Staff Travel		\$10,000	\$10,000		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
F.	Operating Expenses	\$23,600	\$16,000	\$39,600.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
G.	Furniture and Equipment					
1.	Small Purchase (unit cost of under \$5,000)		\$135,452	\$135,452		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
2.	Large Purchase (unit cost of over \$5,000)					<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash

Line Item	Expense Item	COYA Grant Funds	Amount Leveraged (Optional)	Total Project Budget	Source of Leveraged Funds (Optional)	In-Kind/ Cash (Optional)
3.	Equipment Lease			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
H.	Educational stipends			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
I.	Employer Incentives			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
J.	Instructional Costs	\$50,000	\$90,000	\$140,000.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
K.	Participant Support Services	\$302,172	\$167,868	\$470,040.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
L.	Contractual Services	\$99,228		\$99,228.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
M.	Administrative *	\$25,000		\$25,000.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
N.	Other (describe):			\$0.00		<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
O.	TOTAL FUNDING	\$500,000.00	\$1,081,028.18	\$1,581,028.18		
					Total Award	\$500,000

* A maximum of 10% of the total project budget will be allowed for administrative costs.

Exhibit F – Budget Narrative

Organization Name:	Oakland Unified School District
Proposal Title:	COYA - Early Educator Apprenticeship Program
Grant Type:	Apprenticeship Implementation

A. (A-D) Staff Salaries: Total Salaries Paid + Benefits (WIOA 15%) **\$N/A**

Position	FTE x Monthly Salary x Time	Benefits	Total (FTE X Salary X Time) + Benefits

E. Staff Travel **\$N/A**

F. Operating Expenses **\$23,600**

The following are some of the major line items included:

Expense	Cost
Rent*	\$23,600
Insurance	\$
Accounting (payroll services) and Audits	\$
Consumable office supplies*	\$
Printing	\$
Communications (phones, web services, etc.)*	\$
Mailing and Delivery	\$
Dues and Memberships*	\$
Outreach	\$

*(based on FTE for program staff)

This grant will pay for some of the cost of utilizing district property to host college classes. Hosting classes at a district site will make travel easier for apprentices at the end of their workday.

G. Furniture and Equipment* **\$N/A**

H. Educational Stipends **\$N/A**

I. Employer Incentives \$N/A

J. Instructional Costs \$50,000

A portion of this grant will cover coursework and support for apprentices that will be held by Berkeley City College.

K. Participant supportive services \$302,172

More than 60% of funding through this grant will be allocated to support services for apprentices.

Transportation: To support apprentice travel between work placement and the district site that will host the college course, we will provide bus passes and transportation stipends to cover or subsidize the added expense apprentices will incur due to additional travel needs.

Childcare: To increase accessibility for caregivers in the program. Apprentices will have access to childcare stipends. They will be able to use this to their discretion based on what they feel is most appropriate for them and their families in regard to covering costs of childcare.

Legal: These funds will be used to support apprentices who are in need of legal assistance. Because the population we are serving have been systematically targeted and over policed, we want to support anyone who may be facing legal barriers to entering the workforce.

Mental Health: As discussed earlier we are serving students who have been impacted by trauma. We intend on recruiting and registering apprentices who have experienced trauma as well. Apprentices will have access to mental health services through their benefits package, but we also recognize the need for community based services and will be using these funds to work with other local organizations that can provide support to apprentices on an as needed basis.

Housing: With the rapidly increasing cost of rents, housing stability is challenging for a number of staff members in this program's targeted roles. We are grateful for our partnership with TRiOplus, an organization that works with landlords to provide discounted housing and financial advice to district staff. These funds will also be available on an as needed basis for apprentices who are experiencing housing instability.

Embedded Tutor: With all of the responsibilities that our apprentices will be holding, we know that having additional support in the classroom will increase their likelihood of success. These funds will cover the cost of instructional aides at Merritt College to ensure that apprentices have multiple touchpoints in their academic process.

Academic Advising: One of the barriers we have identified as we implement our Grow Our Own programs is the difficulty for staff to navigate the world of post-secondary education. Because there are so many possibilities, it can be difficult to know exactly what next steps need to be taken. The funds in this section will be to cover additional hours of academic counseling specifically for apprentices who meet opportunity youth criteria and may have been disconnected from traditional education setting previously.

L. Contractual services \$99,228

This grant will cover the cost of career navigation and case management that will be provided by East Oakland Youth Development Center. EOYDC will provide this service to the apprentices they refer to participate in the program.

M. Administrative \$25,000

All grants received in the district are required to cover a 5% administrative fee.

N. Other \$N/A

Exhibit G

COYA Grant Terms and Conditions

1. **APPROVAL**: This Grant Agreement is of no force or effect until signed by both parties. The Grantee may not invoice for activities performed prior to the commencement date or completed after the termination date of this Grant Agreement.
2. **AMENDMENT**: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Department of Industrial Relations (DIR) Director, Division of Apprenticeship Standards (DAS) Chief, or authorized designee in the form of a formal written amendment.
4. **AUDIT**: The Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7, Pub. Contract Code, § 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.
6. **DISPUTES**: The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the DAS Chief, DAS Liaison, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the DAS Chief, DAS Liaison, or designee must meet with the Grantee for the purpose of resolving the dispute.
7. **SUSPENSION OF PAYMENTS**: Grant fund payments under this Grant Agreement may be suspended or terminated if DIR/DAS determines that the Grantee has not complied with the terms of the Grant Agreement.

8. TERMINATION FOR CAUSE: DIR/DAS may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. The Grantee will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, DAS shall reimburse the Grantee for all documented costs incurred up to the date of termination.
 - i. DIR/DAS may take any termination for cause into consideration during evaluation of any grant proposal submitted by the Grantee in the future. Furthermore, any termination for cause may be considered a basis for imposing additional conditions on a grant awarded by DIR/DAS in the future.
 - ii. In the event the Grantee commits fraud or makes any misrepresentation during the performance of the grant, DIR/DAS reserves the right to terminate the grant accordingly, including the right to recapture all funds disbursed to the Grantee. DIR/DAS may also take other action as authorized by law, including but not limited to action under Labor Code sections 3073.1 and 3084.5.
9. INDEPENDENT CONTRACTOR: The Grantee, and the agents and employees of the Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of DIR/DAS. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from DIR/DAS's obligation to make payments to the Grantee. All of the Grantee's Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Grant Agreement.
10. GRANTEE'S RESPONSIBILITY FOR WORK: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, consultants, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
11. NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
12. COMPLIANCE WITH LAWS AND REGULATIONS: The Grantee agrees that it will, at all times, comply with and require its Contractors/Consultants to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements during the term of this Grant Agreement. It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Grant Agreement and the project. Grantee shall be responsible for observing and

complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

13. CONFLICT OF INTEREST: Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

14. NON-DISCRIMINATION CLAUSE: During the performance of this Grant Agreement, the Grantee and its subgrantees shall not deny the Grant Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
 - i. The Grantee must ensure sure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The Grantee and subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
 - ii. The Grantee must permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
 - iii. The Grantee and its subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
 - iv. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

15. PUBLICITY AND ACKNOWLEDGMENT: The Grantee agrees that it will acknowledge DIR/DAS's support whenever projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material.
 - i. The Grantee agrees to notify DIR's External Affairs Office in writing at least two (2) business days before any news releases or public conferences are initiated by the Grantee or its Contractors/Consultants regarding the project described in the Grant Agreement Scope of Work, Budget, or other exhibits. The Grantee further agrees it will collaborate with DIR's External Affairs Office with respect to publicity in any news media.

Use of DIR's or DAS's logo must be approved by DIR/DAS and comply with DIR's Branding Guide, a copy of which is available upon request from DIR's External Affairs Office.

16. REPORTING REQUIREMENTS: The Grantee agrees to comply with all reporting requirements specified in Scope of Work or other exhibits, if applicable.
17. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable law or this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
18. OWNERSHIP: All information or data received or generated by the Grantee under this Grant Agreement shall become the property of DIR. No information or data received or generated under this Grant Agreement shall be released without DIR approval.
19. PERSONALLY IDENTIFIABLE INFORMATION: Personally Identifiable Information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
20. CONFIDENTIALITY: No record which has been designated as confidential by DIR, shall be disclosed by the Grantee. If confidential information is shared by DIR, the Grantee shall be required to execute an agreement that complies with State law or policy, including State Administrative Manual section 5305.8.
21. TIMELINESS: Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete the project in an expeditious manner.
22. AVAILABILITY OF FUNDS: DIR's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other additional consideration under this Grant Agreement.
23. CLOSEOUT: The Grant Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.
24. EVALUATION: The Grantee agrees to participate in an evaluation, if undertaken by the State. If a statewide evaluation takes place, the Grantee will be required to participate in that evaluation by providing requested data and information. For the evaluation, the Grantee must document lessons learned and effective practices ascertained through this

project. The Grantee agrees, as a part of the evaluation, to make records available, provide access to program operating personnel and participants, follow evaluation procedures detailed by the State, and comply with any other reasonable requests to effectuate the purposes of the evaluation.

25. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. DIR and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
26. UNENFORCEABLE PROVISION: In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.
27. WAIVER OF RIGHTS: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
28. INTEGRATION: The Grant Agreement, including all its exhibits and any other attachments incorporated into the Grant Agreement by reference, is complete and is the final Agreement between the parties.
29. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this grant agreement, the following order of precedence shall apply:
- Grant Agreement Cover Sheet
 - Grant Terms and Conditions
 - Statement of Work
 - All other attachments incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement cover sheet
30. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.