

Board Office Use: Legislative File Info.	
File ID Number	25-2818
Introduction Date	12/10/25
Enactment Number	
Enactment Date	



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

Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, Deputy Chief of Post-Secondary Readiness
Rebecca Lacocque, Director of Linked Learning

Meeting Date December 10, 2025

Subject Amendment No. 2 to the Grant Agreement - Kids First! - City of Oakland, Oakland Fund for Children and Youth (OFCY) - High School Linked Learning Office

Ask of the Board Approval by the Board of Education of Amendment No. 2 to the Grant Agreement by and between the District and the City of Oakland, Oakland, CA, in the amount of \$225,000.00, to provide stipends for students in summer internships as part of the Linked Learning Pathways: Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Ralph J. Bunche, Oakland High, Oakland Technical, Skyline, Coliseum College Preparatory Academy, Life Academy, and MetWest High Schools, extending the term of the agreement from July 1, 2025 through June 30, 2026 to September 30, 2025. All other terms and conditions remain in full force and effect.

Background The City of Oakland has entered into a grant agreement with Oakland Unified School District's High School Linked Learning Office to fund the ECCCO Summer Internship Program for three consecutive summers, covering the 2022–2024 grant cycle. This grant has supported three successful sessions of the summer internship program.

Discussion Due to delays in the release of the upcoming grant cycle RFP, each grantee, including OUSD, was granted an additional one-year extension. The ECCCO Summer Internship Program has been recommended for continued funding for Fiscal Year 2025–2026 by the Oakland Fund for Children and Youth (OFCY) Planning and Oversight Committee (POC), with award amounts remaining consistent with Fiscal Year 2024–2025. The POC's grant recommendations for Fiscal Year 2025–2026 were presented to and approved by the Oakland City Council on Tuesday, June 17, 2025. The District created a Grant Face Sheet process to:

File ID	Backup Document	Type	Recipient	Grant Purpose	Time Period	Funding Source	Grant Amount
		Grant	Oakland Unified School District's Linked Learning Dept. & McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, MetWest Oakland High, Oakland Technical, Skyline, Coliseum College Preparatory Academy, Life Academy, High Schools	Linked Learning grant to provide stipends for students in summer internships as part of Linked Learning's Exploring College, Career, and Community Options (ECCCO)	June 17, 2025-September 30, 2025	City of Oakland, Oakland Fund for Children and Youth	\$225,00

Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement. Identify OUSD resources required for program success. OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

Fiscal Impact The total amount of the grant provided to OUSD schools not to exceed \$225,000.00.

- Attachment(s)**
- Grant Facesheet
 - First Amendment, Grant Agreement
 - Insurance Certificate
 - Certificate of Coverage
 - Schedule N - Living Wage Compliance
 - Schedule N-1 – Equal Benefits Ordinance Certificate of Compliance
 - Amendment No. 1, File ID #25-0567, Enactment #25-0400, 3/26/25
 - Original Agreement, File ID #22-2713

OUSD Grants Management Face Sheet

OUSD Grants Management Face Sheet	
Title of Grant:	Funding Cycle Dates:
Oakland Fund for Children and Youth	6/17/2025 to 9/30/2025
Grant's Fiscal Agent: (contact's name, address, phone number, email address)	Grant Amount for Full Funding Cycle:
Annie Hines	\$225,000.00
150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612	
Phone (Office): 510-238-6532 Phone (Cell): 510-542-9365	
AHines@oaklandca.gov	
Funding Agency:	Grant Focus:
Oakland Fund for Children and Youth	To provided support stipends for students in summer internships as a part of the Linked Learning Pathway program, "ECCCO" (Exploring College, Career, and Community Options).
List all School(s) or Department(s) to be Served:	
McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Bunche, Sojourner Truth, Oakland High, Oakland Tech, Skyline, CCPA, MetWest, Life Academy, Oakland International High School, Madison Park Academy	

Information Needed	School or Department Response	
How will this grant contribute to sustained student achievement or academic standards?	Pathway-linked internships are an essential component of Work-Based Learning, one of the four pillars of OUSD's Linked Learning approach to High School transformation.	
<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 3.89% 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>	Student end of program feedback surveys, Internship Host Site evaluations of student performance, longitudinal shifts in student attendance, GPA, and graduation rates as compared to demographically matched control groups from the same or similar schools.	
Does the grant require any resources from the school(s) or district? If so, describe.	No	
<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 3.89% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>		
<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>	No	
<p>Who is the contact managing and assuring grant compliance?</p> <p>(Include contact's name, address, phone number, email address.)</p>	Name/Title:	Rebecca Lacocque
	Site:	912
	Address:	
	Phone:	(510) 326 -8054
	Email:	Rebecca.Lacocque@ousd.org

Applicant Obtained Approval Signatures:			
Name/s	Entity	Signature/s	Date
Rebecca Lacocque	Director	<i>Rebecca Lacocque</i>	
Sondra Aguilera	Chief Academic Officer	<i>Sondra Aguilera</i>	
Grant Office Obtained Approval Signatures:			
Name/s	Entity	Signature/s	Date
Lisa Grant-Dawson	Senior Business Officer		
Denise G. Saddler	Interim Superintendent		



**AMENDMENT NO. 2 to
#25-0567**

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- The SERVICES are unchanged.
- The SERVICES have changed as indicated below:
 - A description of the changes in the SERVICES is attached.
 - The changes in the SERVICES involve the following:

B. Term.

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed as indicated below:
 Original End Date: _____
 New End Date: _____

C. Compensation.

- The not-to-exceed amount in the AGREEMENT is unchanged
- The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$ _____.

The original not-to-exceed amount shall be <u>increased</u> by: \$ _____	OR	The original not-to-exceed amount shall be <u>decreased</u> by: \$ _____
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The new not-to-exceed amount is \$ _____.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: _____

Signature: _____

Position: _____

Date: _____

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler _____

Signature: _____

Position: Interim Superintendent and Secretary, Board of Education

Date: _____

Template approved as to form by OUSD Legal Department.

WC-2555

CERTIFICATE OF COVERAGE

06/27/2025

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

**C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612**

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A See Attached Schedule of Insurers**

Member:

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: REBECCA LITTLEJOHN
1011 UNION STREET, SITE 987
OAKLAND, CA 94607

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	PRISM PE 25 EWC-158	07/01/2025	07/01/2026	<p>WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention</p> <p>EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's \$500,000 Retention</p>

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND CITY OF OAKLAND FOR OFCY FUNDS.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST CITY OF OAKLAND. PURSUANT TO ENDORSEMENT NUMBER U-2.

Certificate Holder

CITY OF OAKLAND
150 FRANK OGAWA PLZ, 4TH FL
OAKLAND, CA 94612

Cancellation

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

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-2
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION

WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. **SUBROGATION**: In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.


This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: PRISM 25 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 27, 2025



Authorized Representative
Public Risk Innovation, Solutions, and Management

ADMINISTRATOR: Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 Robyn Tryon License No. 0H17655 510-986-6761 x8177
 rtryon@keenana.com

LICENSE # 0451271

COVERED PARTY:
 Oakland Unified School District
 1011 Union Street
 Oakland CA 94607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
 ENTITY A: Northern California ReLiEF
 ENTITY B:
 ENTITY C:
 ENTITY D:
 ENTITY E:


THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> SEXUAL ABUSE AND MOLESTATION <input type="checkbox"/>	NCR 01711-17	7/1/2025 7/1/2026	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-17	7/1/2025 7/1/2026	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-17	7/1/2025 7/1/2026	\$ 250,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-17	7/1/2025 7/1/2026	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
A	OTHER Sexual Abuse/Molestation	NCR 01711-17	7/1/2025 7/1/2026	\$ \$	1,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to the Grant Agreement between the City of Oakland and the Oakland Unified School District for the provision of Children and Youth-related programs through the coverage expiration date.

CERTIFICATE HOLDER:
 City of Oakland
 Human Services Department
 150 Frank Ogawa Plaza
 Oakland CA 94612

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


 John Stephens
 AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

<p>COVERED PARTY Oakland Unified School District</p>	<p>COVERAGE DOCUMENT NCR 01711-17</p>	<p>ADMINISTRATOR Keenan & Associates</p>
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Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under “as respects” below.

Additional Covered Party:

City of Oakland
Human Services Department
150 Frank Ogawa Plaza
Oakland CA 94612

As Respects:

As respects to the Grant Agreement between the City of Oakland and the Oakland Unified School District for the provision of Children and Youth-related programs through the coverage expiration date.

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Covered Party. This coverage shall be Primary to the Certificate Holder's coverage.



Authorized Representative

Issue Date: 6/26/2025



SCHEDULE N
Living Wage – Declaration of Compliance

The Living Wage Ordinance, Oakland Municipal Code Chapter 2.28, requires that, unless specific exemptions apply or a waiver is granted, all applicable employers under service contracts and recipients of City financial assistance shall provide payment of a minimum wage to employees, dependent on whether health benefits are included, with a rate to be adjusted annually. The current wage bulletin can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>. Further, employers shall provide at least twelve (12) days off per year for sick leave, vacation, or personal necessity at the employee’s request.

This Schedule must be completed and submitted with proposals for the following entities:

- (1) Proposed Contractors for service contracts with the City in an amount equal to or greater than twenty-five thousand dollars (\$25,000); and
- (2) City financial assistance recipients (“CFAR”) defined as any individual or entity who receives from the city financial assistance as contrasted with generalized financial assistance such as through tax legislation, in an amount of one hundred thousand dollars (\$100,000.00) or more in a twelve (12) month period.

I, _____ the undersigned, a _____ of _____
[Name], [Title] [Entity]
(herein referred to as Contractor/CFAR) am duly authorized to attest on behalf of the Contractor and/or CFAR.

Please check either 1 or 2 below.

- 1. I declare that Contractor/CFAR employs fewer than five employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, and understand that Contractor/CFAR is exempted from the requirements of the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code.
- 2. I declare that, for the duration of the contract or grant term, Contractor/CFAR will comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. I declare that Contractor/CFAR will require its subcontractors and tenants/leaseholders to comply with the provisions of the Living Wage Ordinance as well.

I have read and understood the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. Based on my understanding, the above is true and correct to the best of my knowledge.



(Signature) (Printed Name of Representative) (Date)

(Name of Contractor/CFAR) (Street Address City, State, and Zip Code)



Schedule N-1: Equal Benefits – Declaration of Nondiscrimination/Equal Access (Completed by the Prime Contractor/Consultant ONLY)

[Chapter 2.32 - EQUAL BENEFITS ORDINANCE | Code of Ordinances | Oakland, CA | Municode Library](#)

The Equal Benefits Ordinance applies to entities that enter into a contract with the City for goods or services, public works or improvements, grants, and certain property contracts in the amount of \$25,000 or more.

Section A. Vendor/Contractor/Consultant/Grantee Information

Name of Company Oakland Unified School District

Contact Name Tara Gard Contact Title chief talent officer

Address 1011 Union Street

Oakland CA 94607

City State Zip

Phone Number 510.879.8200 Email Address tara.gard@ousd.org

Vendor Number _____ Federal ID or Social Security Number 94-6000385

Approximate Number of Employees in the U.S. 5,900

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

Union Name(s) AFSCME, BCTC, OEA, SEIU, Teamsters, UAOS

Section B. Compliance

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) Yes No

Does your company provide or offer access to any benefits to employees with domestic partners? (Please check one) Yes No

Section C. Compliance

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	Employee Handbook attached
Health	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Retirement (Pension, 401K, etc)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bereavement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Family Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Parental Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Employee Assistance Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Company Discount, Facilities & Events	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

DocuSigned by: Tara Gard Signature: _____ Date: 7/7/2025

¹ Domestic Partner is defined as a same-sex couple, or opposite-sex couple registered as such with a state or local government domestic partnership registry

File ID Number	25-0567
Introduction Date	3/26/25
Enactment Number	25-0400
Enactment Date	3/26/2025 CJH
By	



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

March 26, 2025

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, High School Network Superintendent
Vinh Trinh, Manager, Master Scheduling and Comprehensive Student Supports; OUSD Liaison to the Oakland Promise

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

ACTION REQUESTED:

Approval by the Board of Education of the First Amendment to the Grant Agreement by and between the District and The City of Oakland, in the amount of \$225,000.00, to provide support stipends for students in summer internships as part of the Link Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Bunche, Sojourner Truth, Oakland High, Oakland Tech, Skyline, Coliseum College Prep Academy, MetWest, Life Academy, Oakland International High School, and Madison Park Academy, extending the term of the agreement from June 1, 2022 through June 30, 2024 to June 30, 2025, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2022-2025 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
25-0567	Yes	Grant	Oakland Unified School District McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Bunche, Sojourner Truth, Oakland High, Oakland Tech, Skyline, Coliseum College Prep Academy, MetWest, Life Academy, Oakland International High School, and Madison Park Academy	To provide support stipends for students in summer internships as part of the Link Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO).	6/1/2022 to 6/30/2025	City of Oakland, Oakland Fund for Children and Youth	\$225,000.00

DISCUSSION:

The District created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$225,000.00

RECOMMENDATION:

Approval by the Board of Education of Amendment No. 1 to the Grant Agreement for the select high schools for fiscal years 2022-2025, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

Amendment No. 1 - Grant Agreement

Oakland City Council, Resolution No. 90310 CMS

OFCY Schedule N Living Wage-Declaration of Compliance

OFCY Schedule Q

Original Agreement, File ID #22-2713, Enactment #22-2107, 12/14/22

OUSD Grants Management Face Sheet

OUSD Grants Management Face Sheet	
Title of Grant:	Funding Cycle Dates:
Oakland Fund for Children and Youth	6/1/2022 to 6/30/2025
Grant's Fiscal Agent: (contact's name, address, phone number, email address)	Grant Amount for Full Funding Cycle:
Annie Hines	\$225,000.00
Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612	
Phone (Office): 510-238-6532 Phone (Cell): 510-542-9365	
Funding Agency:	Grant Focus:
Annie Hines Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612	To provided support stipends for students in summer internships as a part of the Linked Learning Pathway program, "ECCCO" (Exploring College, Career, and Community Options).
List all School(s) or Department(s) to be Served:	
McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Bunche, Sojourner Truth, Oakland High, Oakland Tech, Skyline, CCPA, MetWest, Life Academy, Oakland International High School, Madison Park Academy	

Information Needed	School or Department Response	
How will this grant contribute to sustained student achievement or academic standards?	Pathway-linked internships are an essential component of Work-Based Learning, one of the four pillars of OUSD's Linked Learning approach to High School transformation.	
<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 3.89% 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>	Student end of program feedback surveys, Internship Host Site evaluations of student performance, longitudinal shifts in student attendance, GPA, and graduation rates as compared to demographically matched control groups from the same or similar schools.	
Does the grant require any resources from the school(s) or district? If so, describe.	No	
<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 3.89% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>		
<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>	No	
<p>Who is the contact managing and assuring grant compliance?</p> <p>(Include contact's name, address, phone number, email address.)</p>	Name/Title:	Rebecca Lacocque
	Site:	912
	Address:	
	Phone:	(510) 326 -8054
	Email:	Rebecca.Lacocque@ousd.org

Applicant Obtained Approval Signatures:			
Name/s	Entity	Signature/s	Date
Rebecca Lacocque	Linked Learning Director	<i>Rebecca Lacocque</i>	2/28/2025
Sondra Aguilera	Chief Academic Officer	<i>Sondra Aguilera</i>	2/28/2025
Grant Office Obtained Approval Signatures:			
Name/s	Entity	Signature/s	Date
Lisa Grant-Dawson	Senior Business Officer		
Kyla Johnson-Trammell	Superintendent	<i>Kyla Johnson-Trammell</i>	3/27/2025

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

PARTIES AND EFFECTIVE DATE

This *First Amendment to Grant Agreement* (“Agreement”) is made by and between the CITY OF OAKLAND, a municipal corporation (“City”), and OAKLAND UNIFIED SCHOOL DISTRICT., a California Public Entity (“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. On June 7, 2022, the City Council passed Resolution No. 89245 C.M.S., which awarded a grant in the amount of Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) to Grantee for fiscal year 2022-2023.

B. On or around December 22, 2022, the City subsequently entered into a one-year grant agreement in the amount of Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) with Grantee (“Original Agreement”) for the provision of children and youth-related programs as described in an attached Scope of Work (Schedule A) and Budget (Schedule B).

C. On June 6, 2023, the City Council passed Resolution No. 89772 C.M.S., which appropriated additional funding for Grantee to continue its children and youth related programs in fiscal year 2023-2024 in the amount of Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) for the provision of children and youth-related programs as described in an attached Scope of Work (Schedule A-1) and Budget (Schedule B-1).

D. On June 18, 2024, the City Council passed Resolution No. 90310 C.M.S., which appropriated additional funding for Grantee to continue its children and youth related programs in fiscal year 2024-2025 in the amount of Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00) for the provision of children and youth-related programs as described in an attached Scope of Work (Schedule A-2) and Budget (Schedule B-2)

E. The City and Grantee now desire to amend the Original Agreement on the terms and conditions hereinafter set forth in accordance with Resolution No. 89772 C.M.S. and Resolution No. 90310 C.M.S.

F. 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. 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 Amended Scope of Work attached to this Agreement as Scope of Work (Schedule A-1 and Schedule A-2) and Budget (Schedule B-1 and Schedule B-2) 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 Robin Love.

2. Time of Performance

Section 5 (“Time of Performance”) is hereby amended to read:

The Grant term shall begin on **July 1, 2022** and shall end **December 31, 2024**.

3. Grant

Section 2 (“Grant”) is hereby 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 \$225,000.00 for FY 2022-23, \$225,000.00 for FY 2023-2024, and \$225,000.00 for FY 2024-2025 (the “Grant”).

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 **June 30, 2025**.

5. Ratification of Agreement

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

6. 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.

7. 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.

8. 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.

“CITY”


CITY OF OAKLAND, a municipal corporation

By: _____
City Administrator (date)

Approved for forwarding:

By: _____
Department Head (date)

Approved as to form by:

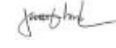


Roxanne De La Rocha
OUSD Staff Counsel

12/6/2024
Date

“GRANTEE”

OAKLAND UNIFIED SCHOOL DISTRICT, a California Public Entity

By:  _____

Print Name: Jennifer Brouhard

Title: President, Board of Education

Date: 3/27/2025

Name: Kyla Johnson-Trammell
Title: Superintendent & Secretary, Board of Education

Sign:  Date: 3/27/2025

Approved as to form and legality:

By: _____
City Attorney’s Office

City Resolution No. 89772, 90310

[END OF AGREEMENT]

2024 MAY 30 PM 3:38

FILED
OFFICE OF THE CITY CLERK
OAKLAND

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 903109 C.M.S.

RESOLUTION AWARDING OAKLAND FUND FOR CHILDREN AND YOUTH GRANT AGREEMENTS IN A TOTAL AMOUNT NOT TO EXCEED EIGHTEEN MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$18,837,382) TO PUBLIC AND NON-PROFIT AGENCIES TO PROVIDE SUMMER PROGRAMS, FROM JUNE 1, 2024 - SEPTEMBER 30, 2025, AND FULL YEAR PROGRAMS, FROM JULY 1, 2024 - JUNE 30, 2025

WHEREAS, the Kids First! Oakland Fund for Children and Youth (OFCY) was established by voter-approved ballot Measure K in 1996 to set money aside for programs and services benefiting children and youth; and

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

WHEREAS, pursuant to the authority provided in Charter section 1307, the City Council adopted Ordinance No. 13588 C.M.S. on March 3, 2020, which extended OFCY an additional twelve (12) years, beginning July 1, 2021, and continuing through June 30, 2033; and

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

WHEREAS, Charter section 1305 requires, among other things, that the POC prepare Three-year Strategic Investment Plans for Council approval, solicit funding applications from private non-profit and public agencies through an open and fair application process, and make funding recommendations; and

WHEREAS, in December 2021, the City Council approved the OFCY Strategic Investment Plan for FY 2022-2025 (Resolution No. 88929 C.M.S.) with priority areas: 1. Social-emotional Well-Being in Early Childhood, 2. Family Resource Centers and Parent Engagement, 3. Comprehensive School-Based Afterschool at Elementary Schools, 4. Comprehensive School-Based Afterschool at Middle Schools, 5. Middle School Engagement, Wellness, and Transitions,

6. High School and Post-Secondary Student Success, 7. Youth Leadership and Development, 8. Summer Academic and Enrichment Programs, 9. Violence Prevention Programming, 10. Career Access and Employment for Opportunity Youth, and 11. Career Access and Employment for Youth in School; and

WHEREAS, a Request for Proposals based on the adopted OFCY Strategic Investment Plan 2022-2025 was released in January 2022; and

WHEREAS, in February 2022, OFCY received 246 proposals and responses from 139 private non-profit and public entities to provide services for the OFCY grant cycle 2022-2025; and

WHEREAS, in June 2022, the City Council accepted the POC's funding recommendations and authorized 149 grant funding awards to various non-profit and public agencies for Fiscal Year (FY) 2022-2023, with an option to renew each grant for an additional one-year term for FY 2023-2024 and 2024-2025, pending Council approval and contingent on funding availability (Resolution No. 89245 C.M.S.); and

WHEREAS, in June 2023, the City Council accepted the POC's funding recommendations and authorized renewal of grant agreements to 147 non-profit and public agencies for FY 2023-24 (Resolution No. 89772 C.M.S.); and

WHEREAS, the appropriation for FY 2024-2025 to the Kids First Oakland Fund for Children and Youth in the amount of \$ 23,565,016 is included in the Mayor's FY 2024-2025 Proposed Budget and available for OFCY contingent upon City Council adoption, and 90% of the appropriation in the amount of \$ 21,208,514 will be available for grants and is located in Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), OFCY 2023-2024 Project (1006734), OFCY Program (YS04); and

WHEREAS, pursuant to Charter section 1300, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants; and

WHEREAS, the interest income earned by the Kids First (OFCY) from April 1, 2023 to March 31, 2024, is available in the amount of \$ 595,313 for selected grant awards; and

WHEREAS, the POC reviewed the continuing performance of OFYC grant recipients that provided services for children and youth in FY 2023-2024 and recommends renewal of the grant agreements with the following 147 private non-profit and public agencies programs in the specified amounts for a total amount not to exceed \$18,837,382 for a third term beginning June 1, 2024 and ending September 30, 2024 for summer programs, and beginning July 1, 2024 and ending June 30, 2025 for year-round programs:

Attachment A

OFCY Grant Renewal Award List FY 24-25

Agency Name	Program Name	FY 2024-2025 Grant Funding/Appropriated Funding
Social Emotional Well-Being in Early Childhood		\$775,000.00
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$175,000.00
LifeLong Medical Care	Project Pride	\$75,000.00
Lincoln	Early Childhood Mental Health Collaborative	\$300,000.00
Oakland Parks, Recreation & Youth Development	Community Adventure Pre-K Playgroup (C.A.P.P)	\$100,000.00
Through the Looking Glass	Nurturing Relationships and Strengths of 0-5 Children and Their Families	\$125,000.00
Family Resource Centers and Parent Engagement		\$2,261,035.00
BANANAS, Inc	Healthy Havenscourt Early Care and Kinder Readiness Hub	\$500,000.00
Dads Evoking Change	Dads Evoking Change	\$40,000.00
East Bay Agency for Children	Hawthorne Family Resource Center	\$238,474.00
Family Bridges, Inc.	Social Services to Young Children & Their Families	\$40,000.00
Lincoln	New Highland RISE Family Resource Center (NHRFRC)	\$220,000.00
Lotus Bloom	Culturally Responsive Family Resource Center	\$248,993.00
Our Family Coalition	LIFTS (LGBTQ Intersectional & Inclusive Family Support & Trauma Services)	\$125,000.00
Refugee & Immigrant Transitions (RIT)	Parent Tot Initiative (PTI)	\$250,000.00
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$499,936.00
Tandem, Partners in Early Learning	Early Learning Everywhere: Building Family Connections	\$98,632.00
Comprehensive School-Based Afterschool at Elementary Schools		\$3,230,000.00
Bay Area Community Resources	Brookfield Elementary	\$85,000.00
Bay Area Community Resources	Emerson Elementary	\$85,000.00
Bay Area Community Resources	Esperanza Academy	\$85,000.00
Bay Area Community Resources	Fred T. Korematsu Discovery Academy Elementary	\$85,000.00

Bay Area Community Resources	Global Family Elementary	\$85,000.00
Bay Area Community Resources	Grass Valley Elementary	\$85,000.00
Bay Area Community Resources	Hoover Elementary	\$85,000.00
Bay Area Community Resources	Lockwood STEAM Academy	\$85,000.00
Bay Area Community Resources	Madison Park Academy Elementary	\$85,000.00
Bay Area Community Resources	Markham Elementary	\$85,000.00
Bay Area Community Resources	Martin Luther King Jr. Elementary	\$85,000.00
Bay Area Community Resources	Oakland Academy of Knowledge Elementary	\$85,000.00
Bay Area Community Resources	Prescott Elementary	\$85,000.00
Bay Area Community Resources	Sankofa United Elementary	\$85,000.00
Bay Area Community Resources	ACORN Woodland Elementary	\$85,000.00
East Bay Agency for Children (EBAC)	Achieve Academy	\$85,000.00
East Bay Agency for Children (EBAC)	Rise/ New Highland Academy	\$85,000.00
East Bay Asian Youth Center	Franklin Elementary School	\$85,000.00
East Bay Asian Youth Center	Garfield Elementary School	\$85,000.00
East Bay Asian Youth Center	Lincoln Elementary School	\$85,000.00
East Bay Asian Youth Center	Manzanita Community School	\$85,000.00
East Bay Asian Youth Center	Manzanita Seed	\$85,000.00
Girls Inc of Alameda County	Allendale Elementary	\$85,000.00
Girls Inc of Alameda County	Bella Vista Elementary	\$85,000.00
Girls Inc of Alameda County	Bridges @ Melrose Academy Elementary	\$85,000.00
Girls Inc of Alameda County	Burckhalter Elementary	\$85,000.00
Girls Inc of Alameda County	Horace Mann Elementary	\$85,000.00
Girls Inc of Alameda County	La Escuelita	\$85,000.00
To be determined by OUSD	East Oakland Pride Elementary	\$85,000.00
Oakland Leaf Foundation	Encompass Academy Elementary	\$85,000.00
Oakland Leaf Foundation	International Community Elementary	\$85,000.00

Oakland Leaf Foundation	Learning Without Limits	\$85,000.00
Oakland Leaf Foundation	Think College Now Elementary	\$85,000.00
Safe Passages	Fruitvale Elementary	\$85,000.00
Safe Passages	Laurel Elementary	\$85,000.00
Ujimaa Foundation	Carl B. Munck Elementary School	\$85,000.00
YMCA of the East Bay	Piedmont Avenue Elementary	\$85,000.00
Safe Passages	Reach Academy Elementary	\$85,000.00
Comprehensive School-Based After-school at Middle Schools		\$1,500,000.00
Attitudinal Healing Connection	Community School for Creative Education	\$100,000.00
Bay Area Community Resources	Elmhurst United Middle School	\$100,000.00
Bay Area Community Resources	Life Academy	\$100,000.00
Bay Area Community Resources	Madison Park Academy 6-8	\$100,000.00
East Bay Asian Youth Center	Frick United Academy of Language	\$100,000.00
East Bay Asian Youth Center	Roosevelt Middle School	\$100,000.00
East Bay Asian Youth Center	Urban Promise Academy	\$100,000.00
Bay Area Community Resources	Greenleaf	\$100,000.00
Envisioneers Inc	Westlake Middle	\$100,000.00
Girls Inc of Alameda County	West Oakland Middle	\$100,000.00
Oakland Leaf Foundation	Ascend	\$100,000.00
Oakland Leaf Foundation	Bret Harte Middle School	\$100,000.00
Safe Passages	Coliseum College Prep Academy	\$100,000.00
Safe Passages	United for Success Academy After School Program	\$100,000.00
Ujimaa Foundation	Lazear Charter Academy	\$100,000.00
Middle School Engagement, Wellness, and Transitions		\$710,000.00
East Oakland Boxing Association	EOBA - After-school program - Grades 6-8	\$100,000.00
Fresh Lifelines for Youth, Inc.	FLY Middle School Program for Oakland Youth	\$60,000.00
Lincoln	West Oakland Initiative (WOI)	\$200,000.00
Safe Passages	Elev8 Youth	\$100,000.00
The Unity Council	The Unity Council Latino Men & Boys Program	\$250,000.00

High School and Post-Secondary Student Success		\$1,245,000.00
Centro Legal de la Raza	Youth Law Academy	\$175,000.00

College Track	College Track Oakland: Democratizing high school & college success for low income, first generation Oakland Youth	\$125,000.00
East Bay Asian Youth Center	SHOP 55	\$120,000.00
Oakland Kids First (OKF)	Knight Success: College Ready, Career Ready, and Community Ready	\$110,000.00
Oakland Unified School District	Oakland International High School: Newcomer Youth Wellness & Leadership Initiative	\$75,000.00
Oakland Unified School District	Student Engagement in Restorative Justice	\$150,000.00
Refugee & Immigrant Transitions (RIT)	Newcomer Community Engagement Program (NCEP)	\$150,000.00
Student Program for Academic & Athletic Transitioning (SPAAT)	College & Career Performance Program	\$100,000.00
Tech Exposure & Access Through Mentoring Inc.	Core Program	\$65,000.00
The Center for Independent Living	Community Connections	\$75,000.00
The Mentoring Center	Emerge	\$100,000.00
Youth Leadership & Development		\$4,645,347
Alameda County Health Care Services Agency	Alameda County Court Appointed Special Advocates	\$100,000.00
American Indian Child Resource Center	Culture Keepers	\$90,000.00
Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$100,000.00
Aspire Education	Community Reading Buddies	\$75,000.00
Attitudinal Healing Connection	Oakland Legacy Project	\$450,000.00
Bay Area Outreach & Recreation Program, Inc.	Sports & Recreation for Youth with Disabilities	\$62,000.00
Bay Area SCORES	Oakland SCORES	\$175,000.00
Chapter 510 Ink	Writing at the Center	\$75,000.00
Communities United for Restorative Youth Justice	Homies 4 Justice and Dream Beyond Bars	\$150,000.00
Community Works West	Project WHAT!	\$100,000.00
To Be Determined	Dreamcatcher Youth Program	\$50,100
Destiny Arts Center	Destiny in Oakland Schools	\$175,000.00
Dimensions Dance Theater	Rites of Passage	\$74,050.00

East Bay Asian Local Development Corporation	Lion's Pride	\$100,000.00
East Oakland Youth Development Center	EOYDC Youth Leadership & Development Program K-8	\$250,000.00
Fresh Lifelines for Youth, Inc.	FLY Programs for Young Leaders	\$99,897.00
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$225,000.00
Frontline Catalysts	Climate Justice Leadership Development	\$75,000.00
Health Initiatives For Youth (HIFY)	Leadership In Diversity (LID)	\$75,000.00
Kingmakers of Oakland	Kingmakers of Oakland Media Academy	\$125,000.00
Museum of Children's Art (MOCHA)	Youth Leadership NOW: Futures Visioning through the Arts	\$250,000.00
Music Is eXtraordinary, Inc.	Explorations in Music	\$75,000.00
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$250,000.00
Oakland Kids First (OKF)	REAL HARD Youth Leadership Program	\$125,000.00
Oakland Lacrosse Club	Oakland Lacrosse: Leadership Development, Academic Counseling, Wellness Education (East Oakland Expansion)	\$50,000.00
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$150,000.00
Oakland LGBTQ Community Center, Inc.	LGBTQ Youth Leadership Program	\$225,000.00
Oakland Parks, Recreation & Youth Development	Discovery Science	\$90,000.00
Oakland Public Education Fund	Youth Beat: Media Arts & Leadership Development	\$90,000.00
Restorative Justice for Oakland Youth (RJOY)	Youth Program	\$225,000.00
Safe Passages	Get Active	\$175,000.00
Student Program for Academic & Athletic Transitioning (SPAAT)	McClymond's Leadership Program (MLP)	\$114,300.00
The Unity Council	The Unity Council Latinx Mentoring & Achievement Program	\$200,000.00
Summer Academic & Enrichment		\$861,000.00
Acta Non Verba: Youth Urban Farm Project	Camp ANV	\$180,000.00
Destiny Arts Center	Camp Destiny	\$70,000.00

East Bay Consortium of Educational Institutions, Inc	Pre-Collegiate Academy	\$75,000.00
East Oakland Youth Development Center	EOYDC Summer Cultural Enrichment Program (SCEP)	\$150,000.00
Family Support Services	Kinship Summer Youth Program	\$75,000.00
Girls Inc of Alameda County	Concordia	\$60,000.00
Lincoln	Oakland Freedom Schools (OFS)	\$150,000.00
Oakland Parks, Recreation & Youth Development	Oakland Fine Art Summer School	\$50,000.00
Prescott Circus Theatre	Summer Circus and Academic Program	\$51,000.00
Violence Prevention		\$655,000.00
Community & Youth Outreach Inc	CYO Inc Healthy, Wealthy Wise	\$225,000.00
The Mentoring Center	TMC's Transformative Youth Violence Prevention Program	\$190,000.00
Youth ALIVE!	Teens on Target	\$240,000.00
Career Access and Employment for Opportunity Youth		\$1,660,000.00
Bridges from School to Work, Inc.	Bridges from School to Work	\$150,000.00
Center For Young Women's Development dba Young Women's Freedom Center	Siblings on the Rise Economic Empowerment Program	\$225,000.00
Civicorps	Civicorps' Conservation Career Pathways Program	\$115,000.00
First Place for Youth	Youth Apprenticeships for Economic Empowerment	\$225,000.00
Lao Family Community Development, Inc. (LFCD)	Oakland Youth Industries Exploration (YIE) Program	\$120,000.00
New Door Ventures	Comprehensive Job Training and Employment Program for Oakland Opportunity Youth	\$225,000.00
Safe Passages	Life and Career Roadmap Program	\$150,000.00
The Youth Employment Partnership, Inc.	Oakland Career Connections (OCC)	\$225,000.00
Youth UpRising	YU Career & Education Program- Job Training and Placement	\$225,000.00
Career Access and Employment for Youth in School		\$995,000.00
Alameda Health System	AHS -Health Excellence & Academic Leadership (HEAL) High School Healthcare Internship	\$160,000.00
Genesys Works Bay Area	Pathways to College and Career Success for Oakland's High School Students through Genesys Works	\$100,000.00
Hidden Genius Project Inc	The Hidden Genius Intensive Immersion Program	\$225,000.00
Oakland Unified School District	Exploring College, Career, and Community Options (ECCCO)	\$225,000.00

The Crucible	Fuego Entrepreneurship & CNC Design Career Academy	\$60,000.00
Youth Radio (DBA YR Media)	Media Education and Employment Pathway	\$225,000.00
Oakland Summer Youth Employment		\$300,000.00
Lao Family Community Development, Inc. (LFCD)	The Oakland Youth on the Move (YOM) Summer Program	\$125,000.00
The Youth Employment Partnership, Inc.	Summer Jobs for Successful Futures (SJSF)	\$125,000.00
Trybe Inc	Trybe Summer Job Program	\$50,000.00
Total FY2024-2025 Funding:		\$18,837,382

; now, therefore, be it

RESOLVED: That the City Council awards grants to the aforementioned 147 private non-profit and public agency programs in the above specified amounts for a total not to exceed eighteen million eight hundred and thirty-seven thousand three hundred eight-two dollars (\$18,837,382) to provide summer programs, from June 1, 2024, through September 30, 2024, and full year programs, from July 1, 2024 through June 30, 2025; and be it

FURTHER RESOLVED: That for the awards to the Oakland Parks, Recreation & Youth Development (OPRYD), the City Council hereby authorizes the City Administrator to appropriate the grant to an OPRYD Account To Be Determined with receipt of the funds contingent on OPRYD's compliance with OFCY reporting requirements and any other funding requirements pursuant to the Kids First Charter provisions, which can be memorialized in a funding agreement and overseen by the City Administrator or designee; and be it

FURTHER RESOLVED: That the City Administrator or designee is authorized to take all steps necessary to achieve the basic purpose of this resolution, including but not limited to conducting negotiations, drafting, executing, and amending grant agreements, and submitting requests for payment.

IN COUNCIL, OAKLAND, CALIFORNIA,

JUN 18 2024

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, JENKINS, KALB, KAPLAN, RAMACHANDRAN, REID, AND PRESIDENT FORTUNATO BAS - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

3351661v4/MJM

ATTEST:

ASHA REED

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



SCHEDULE N
Living Wage – Declaration of Compliance

The Living Wage Ordinance, Oakland Municipal Code Chapter 2.28, requires that, unless specific exemptions apply or a waiver is granted, all applicable employers under service contracts and recipients of City financial assistance shall provide payment of a minimum wage to employees, dependent on whether health benefits are included, with a rate to be adjusted annually. The current wage bulletin can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>. Further, employers shall provide at least twelve (12) days off per year for sick leave, vacation, or personal necessity at the employee’s request.

This Schedule must be completed and submitted with proposals for the following entities:

- (1) Proposed Contractors for service contracts with the City in an amount equal to or greater than twenty-five thousand dollars (\$25,000); and
- (2) City financial assistance recipients (“CFAR”) defined as any individual or entity who receives from the city financial assistance as contrasted with generalized financial assistance such as through tax legislation, in an amount of one hundred thousand dollars (\$100,000.00) or more in a twelve (12) month period.

I, _____ the undersigned, a _____ of _____
[Name], [Title] [Entity]
(herein referred to as Contractor/CFAR) am duly authorized to attest on behalf of the Contractor and/or CFAR.

Please check either 1 or 2 below.

- 1. I declare that Contractor/CFAR employs fewer than five employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, and understand that Contractor/CFAR is exempted from the requirements of the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code.
- 2. I declare that, for the duration of the contract or grant term, Contractor/CFAR will comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. I declare that Contractor/CFAR will require its subcontractors and tenants/leaseholders to comply with the provisions of the Living Wage Ordinance as well.

I have read and understood the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. Based on my understanding, the above is true and correct to the best of my knowledge.



(Signature) (Printed Name of Representative) (Date)

(Name of Contractor/CFAR) (Street Address City, State, and Zip Code)

Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$_____ each claim and \$_____ aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and*

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement,

and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

File ID Number	22-2713
Introduction Date	12/14/22
Enactment Number	22-2107
Enactment Date	12/14/2022
By	er



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

December 14, 2022

To: Board of Education

From: Sondra Aguilera, Acting Superintendent
Vanessa Sifuentes, High School Network Superintendent
Rebecca Lacocoque, Director, Linked Learning

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

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement by and between the District and The City of Oakland, in the amount of \$225,000.00, to provide support stipends for students in summer internships as part of the Link Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Technical, Skyline, Coliseum College Preparatory Academy, Life Academy and MetWest High Schools, for the period of June 1, 2022 through June 30, 2023, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2022-2025 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packet is attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
22-2713	Yes	Grant	Oakland Unified School District, McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, Coliseum College Preparatory Academy, Life Academy and MetWest High Schools	To provided support stipends for students in summer internships as a part of the Linked Learning Pathway program, Exploring College, Career, and Community Options (ECCCO).	June 1, 2022- June 30, 2023	City of Oakland, Oakland Fund for Children and Youth	\$225,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$225,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for all OUSD High Schools via the High School Linked Learning Office for fiscal years 2022-2025, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

- Grant Face Sheet
- Grant Agreement
- City of Oakland, Oakland City Council, Resolution No. 89245

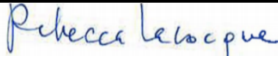
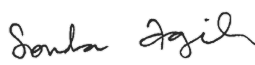
OUSD Grants Management Face Sheet

Title of Grant: Exploring College, Career, and Community Options (ECCCO)	Funding Cycle Dates: 06-1-2022 to 06-30-2023
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Scott Kim Acting Planner Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612 510.238.2209 sskim@oaklandca.gov	Grant Amount for Full Funding Cycle: \$675,000.00 \$225,000.00/yr for 3 years (amount may be adjusted up or down after year 1, based on city general fund revenue) Grant Focus: Student Internships and Career Exploration
Funding Agency: Oakland Fund for Children & Youth (City of Oakland)	
List all School(s) or Department(s) to be Served: All OUSD High Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Directly works toward the Empowered Graduates goal in the Superintendent's strategic plan by ensuring more graduates have clear visions for their career paths and the academic and social skills, and professional networks, to navigate those paths.

<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>	<p>Post participation changes in attendance, GPAs, graduation, and post-secondary transition success will be tracked for participants.</p>
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>No 35% match required - an amount easily surpassed by expenditures on staff time as noted below,</p>
<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>	<p>Services are supported by an OUSD funded grant</p>
<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>	<p>No</p>
<p>Who is the contact managing and assuring grant compliance?</p> <p>(Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: Greg Cluster, Work-Based Learning Coordinator</p> <p>Site: 912</p> <p>Address:</p> <p>Phone: 510-646-0574</p> <p>Email: gregory.cluster@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		09/28/22
Chief Academic Officer	Sondra Aguilera		11/15/2022

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, a California public entity (“Grantee”) (collectively the “Parties”).

RECITALS

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

- A. The City Council, pursuant to Resolution No. 89245 C.M.S., has allocated grant funds in an amount not to exceed Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) to Grantee to fund its community-related programs and activities as specified herein.
- A. The City wishes to enter into this Agreement with Grantee for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A) and Budget (Attachment B).

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 Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) (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 Estelle Clemons.

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 June 1, 2022 and shall end on September 30, 2022 (“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, Schedule B**. 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. Each request for payment shall include a description of the Work completed, a report detailing the clients served under this Agreement, 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, 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. Compliance with Federal Standards

If Federal funds are used to fund any portion of this Agreement, Grantee shall be responsible for complying with applicable federal and state laws with respect to federal grants.

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) regranted 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 arising from or related to Grantee's Exploring College and Career Options (ECCO) program in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, 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 15th 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
Human Services Department
150 Frank Ogawa Plaza
Oakland, CA 94612
Eclemons@oaklandca.gov
Attn: Estelle Clemons

Grantee
Oakland Unified School District
1000 Broadway Ste 150
Oakland, CA 94607
kyla.johnson@ousd.org
Attn: Kyla Johnson-Tramell

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
- Schedule B: Budget
- 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 P: Nuclear Free Zone - Ordinance 11474 C.M.S.
- Schedule Q: Insurance Requirements
- Schedule V: Affidavit of Non-Disciplinary or Investigatory Action

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: _____
City Administrator (date)

Approved for forwarding:

By: _____
Department Head (date)

89245
Resolution Number

Approved as to form and legality:

By: _____
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, a California public entity

By: G.S.D. Yee
Gary Yee, President, Board of Education

Kyla Johnson Tramell
Kyla Johnson Tramell, Secretary, Board of Education

Print Name: _____
12/15/2022

Title: _____

Date: _____

FILED
OFFICE OF THE CITY CLERK
OAKLAND

22 JUN -2 PM 5:00

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 89245 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED NINETEEN MILLION FORTY-TWO THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$19,042,382) FOR FISCAL YEAR 2022-2023, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2023-2024 AND 2024-2025 PENDING COUNCIL APPROVAL

WHEREAS, the Kids First! Oakland Fund for Children and Youth (OFCY) was established by voter approved ballot Measure K in 1996 to set money aside for programs and services benefiting children and youth; and

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

WHEREAS, the Kids First! legislation (Oakland City Charter Article XIII, Section 1305.2) requires the POC to solicit funding applications from private non-profit and public agencies through an open and fair application process; and

WHEREAS, the appropriation for Fiscal Year (FY) 2022-2023 to the Kids First Oakland Fund for Children and Youth in the amount of \$21,013,000 is included in the Mayor's FY 2022-2023 Proposed Budget and available for OFCY contingent upon City Council adoption, and 90% of the appropriation in the amount of \$18,911,700 will be available for grants and is located in Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912) FY 2022-2023 OFCY Project (1005542); and

WHEREAS, pursuant to Article XIII, Section 1300 of the Oakland City Charter, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants as specified in the Kids First! Charter Amendment; and

WHEREAS, the interest income earned by the Kids First (OFCY) from April 1, 2019 to March 31, 2022 is available in the amount of \$130,682 for selected grant awards; and

WHEREAS, in December 2021, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 88929 C.M.S.) with priority areas: 1. Social-emotional Well-Being in Early Childhood, 2. Family Resource Centers and Parent Engagement, 3. Comprehensive School-Based Afterschool at Elementary Schools, 4. Comprehensive School-Based Afterschool at Middle Schools, 5. Middle School Engagement, Wellness, and Transitions, 6. High School and Post-Secondary Student Success, 7. Youth Leadership and Development, 8. Summer Academic and Enrichment Programs, 9. Violence Prevention Programming, 10. Career Access and Employment for Opportunity Youth, and 11. Career Access and Employment for Youth in School; and

WHEREAS, a Requests for Proposals based of the adopted OFCY Strategic Investment Plan 2022-2025 was released in January 2022; and

WHEREAS, in February 2022, OFCY received 246 proposals and responses from 139 private non-profit and public entities to provide services for the OFCY grant cycle 2022-2025; and

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

WHEREAS, the POC considered racial and geographic equity in the distribution of funds in accordance with the Strategic Investment Plan and Equity Framework in the RFP; and

WHEREAS, the POC recommends the following 149 grant funding awards in the amounts specified below for FY 2022-2023, and as renewable with City Council approval and contingent upon funding availability for FY 2023-2024 and FY 2024-2025:

Agency Name	Program Name	FY 2022-2023 Funding
Social-Emotional Well-Being in Early Childhood		\$775,000
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$175,000
LifeLong Medical Care	Project Pride	\$75,000
Lincoln	Early Childhood Mental Health Collaborative	\$300,000
Oakland Parks, Recreation & Youth Development	Community Adventure Pre-K Playgroup (C.A.P.P)	\$100,000
Through the Looking Glass	Nurturing Relationships and Strengths of 0-5 Children and Their Families	\$125,000
Family Resource Centers and Parent Engagement		\$2,261,035
BANANAS, Inc	Healthy Havenscourt Early Care and Kinder Readiness Hub	\$500,000
Dads Evoking Change	Dads Evoking Change	\$40,000
East Bay Agency for Children (EBAC)	Hawthorne Family Resource Center	\$238,474
Family Bridges, Inc.	Social Services to Young Children & Their	\$40,000

Agency Name	Program Name	FY 2022-2023 Funding
	Families	
Lincoln	New Highland RISE Family Resource Center (NHR FRC)	\$220,000
Lotus Bloom	Culturally Responsive Family Resource Center	\$248,993
Our Family Coalition	LIFTS (LGBTQ Intersectional & Inclusive Family Support & Trauma Services)	\$125,000
Refugee & Immigrant Transitions (RIT)	Parent Tot Initiative (PTI)	\$250,000
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$499,936
Tandem, Partners in Early Learning	Early Learning Everywhere: Building Family Connections	\$98,632
Comprehensive School-Based Afterschool at Elementary Schools		\$3,230,000
Bay Area Community Resources	Brookfield Elementary	\$85,000
Bay Area Community Resources	Emerson Elementary	\$85,000
Bay Area Community Resources	Esperanza Academy	\$85,000
Bay Area Community Resources	Fred T. Korematsu Discovery Academy Elementary	\$85,000
Bay Area Community Resources	Global Family Elementary	\$85,000
Bay Area Community Resources	Grass Valley Elementary	\$85,000
Bay Area Community Resources	Greenleaf Elementary	\$85,000
Bay Area Community Resources	Hoover Elementary	\$85,000
Bay Area Community Resources	Lockwood STEAM Academy	\$85,000
Bay Area Community Resources	Madison Park Academy Elementary	\$85,000
Bay Area Community Resources	Markham Elementary	\$85,000
Bay Area Community Resources	Martin Luther King Jr. Elementary	\$85,000
Bay Area Community Resources	Oakland Academy of Knowledge Elementary	\$85,000
Bay Area Community Resources	Prescott Elementary	\$85,000
Bay Area Community Resources	Sankofa United Elementary	\$85,000
East Bay Agency for Children (EBAC)	Achieve Academy	\$85,000
East Bay Agency for Children (EBAC)	Rise/ New Highland Academy	\$85,000
East Bay Asian Youth Center	Franklin Elementary School	\$85,000
East Bay Asian Youth Center	Garfield Elementary School	\$85,000
East Bay Asian Youth Center	Lincoln Elementary School	\$85,000
East Bay Asian Youth Center	Manzanita Community School	\$85,000
East Bay Asian Youth Center	Manzanita Seed	\$85,000
Girls Inc of Alameda County	ACORN Woodland Elementary	\$85,000
Girls Inc of Alameda County	Allendale Elementary	\$85,000
Girls Inc of Alameda County	Bella Vista Elementary	\$85,000
Girls Inc of Alameda County	Bridges @ Melrose Academy Elementary	\$85,000
Girls Inc of Alameda County	Burckhalter Elementary	\$85,000
Girls Inc of Alameda County	Horace Mann Elementary	\$85,000
Higher Ground Neighborhood Development Corporation	East Oakland Pride Elementary	\$85,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Leaf Foundation	EnCompass Academy Elementary	\$85,000
Oakland Leaf Foundation	International Community Elementary	\$85,000
Oakland Leaf Foundation	Learning Without Limits	\$85,000
Oakland Leaf Foundation	Think College Now Elementary	\$85,000
Safe Passages	Fruitvale Elementary	\$85,000
Safe Passages	Laurel Elementary	\$85,000
Ujimaa Foundation	Carl B. Munck Elementary School	\$85,000
YMCA of the East Bay	Piedmont Avenue Elementary	\$85,000
YMCA of the East Bay	Reach Academy Elementary	\$85,000
Comprehensive School-Based Afterschool at Middle Schools		\$1,580,000
Attitudinal Healing Connection	Community School for Creative Education	\$100,000
Bay Area Community Resources	Elmhurst United Middle School	\$100,000
Bay Area Community Resources	Life Academy	\$100,000
Bay Area Community Resources	Madison Park Academy 6-8	\$100,000
East Bay Asian Youth Center	Frick United Academy of Language	\$100,000
East Bay Asian Youth Center	Roosevelt Middle School	\$100,000
East Bay Asian Youth Center	Urban Promise Academy	\$100,000
Envisioneers Inc	Greenleaf	\$80,000
Envisioneers Inc	Westlake Middle	\$100,000
Girls Inc of Alameda County	La Escuelita	\$100,000
Girls Inc of Alameda County	West Oakland Middle	\$100,000
Oakland Leaf Foundation	Ascend	\$100,000
Oakland Leaf Foundation	Bret Harte Middle School	\$100,000
Safe Passages	Coliseum College Prep Academy	\$100,000
Safe Passages	United for Success Academy After School Program	\$100,000
Ujimaa Foundation	Lazear Charter Academy	\$100,000
Middle School Engagement, Wellness, and Transitions		\$710,000
East Oakland Boxing Association	EOBA - After-school program - Grades 6-8	\$100,000
Fresh Lifelines for Youth, Inc.	FLY Middle School Program for Oakland Youth	\$60,000
Lincoln	West Oakland Initiative (WOI)	\$200,000
Safe Passages	Elev8 Youth	\$100,000
The Unity Council	The Unity Council Latino Men & Boys Program	\$250,000
High School and Post-Secondary Student Success		\$1,245,000
Centro Legal de la Raza	Youth Law Academy	\$175,000
College Track	College Track Oakland: Democratizing high school & college success for low-income, first-generation Oakland youth	\$125,000
East Bay Asian Youth Center	SHOP 55	\$120,000
Oakland Kids First (OKF)	Knight Success: College Ready, Career Ready, and Community Ready	\$110,000
Oakland Unified School District	Oakland International High School: Newcomer Youth Wellness & Leadership Initiative	\$75,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Unified School District	Student Engagement in Restorative Justice	\$150,000
Refugee & Immigrant Transitions (RIT)	Newcomer Community Engagement Program (NCEP)	\$150,000
Student Program for Academic & Athletic Transitioning (SPAAT)	College & Career Performance Program	\$100,000
TEAM Inc.	Core Program	\$65,000
The Center for Independent Living	Community Connections	\$75,000
The Mentoring Center	Emerge	\$100,000
Youth Leadership & Development		\$4,645,347
Alameda County Health Care Services Agency	Alameda County Court Appointed Special Advocates	\$100,000
American Indian Child Resource Center	Culture Keepers	\$90,000
Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$100,000
Aspire Education	Community Reading Buddies	\$75,000
Attitudinal Healing Connection	Oakland Legacy Project	\$450,000
Bay Area Outreach & Recreation Program (BORP)	Sports & Recreation for Youth with Disabilities	\$62,000
Bay Area SCORES	Oakland SCORES	\$175,000
Chapter 510 Ink	Writing at the Center	\$75,000
Communities United for Restorative Youth Justice	Homies 4 Justice and Dream Beyond Bars	\$150,000
Community Works West	Project WHAT!	\$100,000
Covenant House California	Covenant House California - DreamCatcher Youth Program	\$50,100
Destiny Arts Center	Destiny in Oakland Schools	\$175,000
Dimensions Dance Theater	Rites of Passage	\$74,050
East Bay Asian Local Development Corporation	Lion's Pride	\$100,000
East Oakland Youth Development Center	EOYDC Youth Leadership & Development Program K-8	\$250,000
Fresh Lifelines for Youth, Inc.	FLY Programs for Young Leaders	\$99,897
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$225,000
Frontline Catalysts	Climate Justice Leadership Development	\$75,000
Health Initiatives For Youth (HIFY)	Leadership In Diversity (LID)	\$75,000
Kingmakers of Oakland	Kingmakers of Oakland Media Academy	\$125,000
Museum of Children's Art (MOCHA)	Youth Leadership NOW: Futures Visioning through the Arts	\$250,000
Music Is eXtraordinary, Inc.	Explorations in Music	\$125,000
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$250,000
Oakland Kids First (OKF)	REAL HARD Youth Leadership Program	\$125,000
Oakland Lacrosse Club	Oakland Lacrosse: Leadership Development, Academic Counseling, Wellness Education(East Oakland Expansion)	\$50,000
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$150,000
Oakland LGBTQ Community Center, Inc.	LGBTQ Youth Leadership Program	\$225,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Parks, Recreation & Youth Development	Discovery Science	\$90,000
Oakland Public Education Fund	Youth Beat: Media Arts & Leadership Development	\$90,000
Restorative Justice for Oakland Youth (RJOY)	Youth Program	\$225,000
Safe Passages	Get Active	\$175,000
Student Program for Academic & Athletic Transitioning (SPAAT)	McClymonds Leadership Program (MLP)	\$114,300
The Unity Council	The Unity Council Latinx Mentoring & Achievement Program	\$200,000
Summer Academic & Enrichment		\$861,000
Acta Non Verba: Youth Urban Farm Project	Camp ANV	\$180,000
Destiny Arts Center	Camp Destiny	\$70,000
East Bay Consortium of Educational Institutions, Inc	Pre-Collegiate Academy	\$75,000
East Oakland Youth Development Center	EOYDC Summer Cultural Enrichment Program (SCEP)	\$150,000
Family Support Services	Kinship Summer Youth Program	\$75,000
Girls Inc of Alameda County	Concordia	\$60,000
Lincoln	Oakland Freedom Schools (OFS)	\$150,000
Oakland Parks, Recreation & Youth Development	Oakland Fine Art Summer School	\$50,000
Prescott Circus Theatre	Summer Circus and Academic Program	\$51,000
Violence Prevention		\$780,000
Community & Youth Outreach Inc	CYO Inc Healthy Wealthy Wise	\$225,000
The Mentoring Center	TMC's Transformative Youth Violence Prevention Program	\$190,000
United Roots	UR Music	\$125,000
Youth ALIVE!	Teens on Target	\$240,000
Career Access and Employment for Opportunity Youth		\$1,660,000
Bridges from School to Work, Inc.	Bridges from School to Work	\$150,000
Center For Young Women's Development dba Young Women's Freedom Center	Siblings on the Rise Economic Empowerment Program	\$225,000
Civicorps	Civicorps' Conservation Career Pathways Program	\$115,000
First Place for Youth	Youth Apprenticeships for Economic Empowerment	\$225,000
Lao Family Community Development, Inc. (LFCD)	Oakland Youth Industries Exploration (YIE) Program	\$120,000
New Door Ventures	Comprehensive Job Training and Employment Program for Oakland Opportunity Youth	\$225,000
Safe Passages	Life and Career Roadmap Program	\$150,000
The Youth Employment Partnership, Inc.	Oakland Career Connections (OCC)	\$225,000
Youth UpRising	YU Career & Education Program- Job Training and Placement	\$225,000
Career Access and Employment for Youth in School		\$995,000

Agency Name	Program Name	FY 2022-2023 Funding
Alameda Health System	AHS -Health Excellence & Academic Leadership (HEAL) High School Healthcare Internship	\$160,000
Genesys Works Bay Area	Pathways to College and Career Success for Oakland's High School Students through Genesys Works	\$100,000
Hidden Genius Project Inc	The Hidden Genius Intensive Immersion Program	\$225,000
Oakland Unified School District	Exploring College, Career, and Community Options (ECCCO)	\$225,000
The Crucible	Fuego Entrepreneurship & CNC Design Career Academy	\$60,000
Youth Radio (DBA YR Media)	Media Education and Employment Pathway	\$225,000
Oakland Summer Youth Employment		\$300,000
Lao Family Community Development, Inc. (LFCD)	The Oakland Youth on the Move (YOM) Summer Program	\$125,000
The Youth Employment Partnership, Inc.	Summer Jobs for Successful Futures (SJSF)	\$125,000
Trybe Inc	Trybe Summer Job Program	\$50,000
	Total FY2022-2023 Funding:	\$19,042,382

; now, therefore, be it

RESOLVED: That these agreements are not professional service contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to public and nonprofit program providers that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

FURTHER RESOLVED: That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed Nineteen Million Forty-Two Thousand Three Hundred Eighty-Two Dollars (\$19,042,382) for FY 2022-2023 and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

FURTHER RESOLVED: That said agreement(s) shall be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

3173201v2

IN COUNCIL, OAKLAND, CALIFORNIA, **JUN 07 2022**

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND
PRESIDENT FORTUNATO BAS - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST: _____



ASHA REED

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

File ID Number	22-2713
Introduction Date	12/14/22
Enactment Number	22-2107
Enactment Date	12/14/2022
By	er



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

December 14, 2022

To: Board of Education

From: Sondra Aguilera, Acting Superintendent
Vanessa Sifuentes, High School Network Superintendent
Rebecca Lacocoque, Director, Linked Learning

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

ACTION REQUESTED:

Approval by the Board of Education of a Grant Agreement by and between the District and The City of Oakland, in the amount of \$225,000.00, to provide support stipends for students in summer internships as part of the Link Learning Pathway Program, Exploring College, Career, and Community Options (ECCCO) at McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Technical, Skyline, Coliseum College Preparatory Academy, Life Academy and MetWest High Schools, for the period of June 1, 2022 through June 30, 2023, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant Agreement for OUSD schools for the 2022-2025 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packet is attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
22-2713	Yes	Grant	Oakland Unified School District, McClymonds, Castlemont, Fremont, Dewey, Rudsdale, Sojourner Truth, Bunche, Oakland High, Oakland Tech, Skyline, Coliseum College Preparatory Academy, Life Academy and MetWest High Schools	To provided support stipends for students in summer internships as a part of the Linked Learning Pathway program, Exploring College, Career, and Community Options (ECCCO).	June 1, 2022- June 30, 2023	City of Oakland, Oakland Fund for Children and Youth	\$225,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

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

FISCAL IMPACT:

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

- Grants valued at: \$225,000.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Agreement for all OUSD High Schools via the High School Linked Learning Office for fiscal years 2022-2025, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

- Grant Face Sheet
- Grant Agreement
- City of Oakland, Oakland City Council, Resolution No. 89245

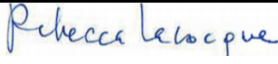
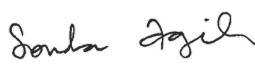
OUSD Grants Management Face Sheet

Title of Grant: Exploring College, Career, and Community Options (ECCCO)	Funding Cycle Dates: 06-1-2022 to 06-30-2023
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Scott Kim Acting Planner Oakland Fund for Children and Youth 150 Frank Ogawa Plaza, Suite 4216 Oakland, CA 94612 510.238.2209 sskim@oaklandca.gov	Grant Amount for Full Funding Cycle: \$675,000.00 \$225,000.00/yr for 3 years (amount may be adjusted up or down after year 1, based on city general fund revenue) Grant Focus: Student Internships and Career Exploration
Funding Agency: Oakland Fund for Children & Youth (City of Oakland)	
List all School(s) or Department(s) to be Served: All OUSD High Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Directly works toward the Empowered Graduates goal in the Superintendent's strategic plan by ensuring more graduates have clear visions for their career paths and the academic and social skills, and professional networks, to navigate those paths.

<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>	<p>Post participation changes in attendance, GPAs, graduation, and post-secondary transition success will be tracked for participants.</p>
<p>Does the grant require any resources from the school(s) or district? If so, describe.</p>	<p>No 35% match required - an amount easily surpassed by expenditures on staff time as noted below,</p>
<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>	<p>Services are supported by an OUSD funded grant</p>
<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>	<p>No</p>
<p>Who is the contact managing and assuring grant compliance?</p> <p>(Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: Greg Cluster, Work-Based Learning Coordinator</p> <p>Site: 912</p> <p>Address:</p> <p>Phone: 510-646-0574</p> <p>Email: gregory.cluster@ousd.org</p>

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Rebecca Lacocque		09/28/22
Chief Academic Officer	Sondra Aguilera		11/15/2022

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, a California public entity (“Grantee”) (collectively the “Parties”).

RECITALS

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

- A. The City Council, pursuant to Resolution No. 89245 C.M.S., has allocated grant funds in an amount not to exceed Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) to Grantee to fund its community-related programs and activities as specified herein.
- A. The City wishes to enter into this Agreement with Grantee for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A) and Budget (Attachment B).

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 Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) (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 Estelle Clemons.

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 June 1, 2022 and shall end on September 30, 2022 (“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, Schedule B**. 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. Each request for payment shall include a description of the Work completed, a report detailing the clients served under this Agreement, 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, 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. Compliance with Federal Standards

If Federal funds are used to fund any portion of this Agreement, Grantee shall be responsible for complying with applicable federal and state laws with respect to federal grants.

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) regranted 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 arising from or related to Grantee's Exploring College and Career Options (ECCO) program in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, 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 15th 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
Human Services Department
150 Frank Ogawa Plaza
Oakland, CA 94612
Eclemons@oaklandca.gov
Attn: Estelle Clemons

Grantee
Oakland Unified School District
1000 Broadway Ste 150
Oakland, CA 94607
kyla.johnson@ousd.org
Attn: Kyla Johnson-Tramell

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
- Schedule B: Budget
- 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 P: Nuclear Free Zone - Ordinance 11474 C.M.S.
- Schedule Q: Insurance Requirements
- Schedule V: Affidavit of Non-Disciplinary or Investigatory Action

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: _____
City Administrator (date)

Approved for forwarding:

By: _____
Department Head (date)

89245
Resolution Number

Approved as to form and legality:

By: _____
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, a California public entity

By: G.S.D. Yee
Gary Yee, President, Board of Education

Kyla Johnson Tramell
Kyla Johnson Tramell, Secretary, Board of Education

Print Name: _____
12/15/2022

Title: _____

Date: _____

FILED
OFFICE OF THE CITY CLERK
OAKLAND

22 JUN -2 PM 5:00

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 89245 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED NINETEEN MILLION FORTY-TWO THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$19,042,382) FOR FISCAL YEAR 2022-2023, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2023-2024 AND 2024-2025 PENDING COUNCIL APPROVAL

WHEREAS, the Kids First! Oakland Fund for Children and Youth (OFCY) was established by voter approved ballot Measure K in 1996 to set money aside for programs and services benefiting children and youth; and

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

WHEREAS, the Kids First! legislation (Oakland City Charter Article XIII, Section 1305.2) requires the POC to solicit funding applications from private non-profit and public agencies through an open and fair application process; and

WHEREAS, the appropriation for Fiscal Year (FY) 2022-2023 to the Kids First Oakland Fund for Children and Youth in the amount of \$21,013,000 is included in the Mayor's FY 2022-2023 Proposed Budget and available for OFCY contingent upon City Council adoption, and 90% of the appropriation in the amount of \$18,911,700 will be available for grants and is located in Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912) FY 2022-2023 OFCY Project (1005542); and

WHEREAS, pursuant to Article XIII, Section 1300 of the Oakland City Charter, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants as specified in the Kids First! Charter Amendment; and

WHEREAS, the interest income earned by the Kids First (OFCY) from April 1, 2019 to March 31, 2022 is available in the amount of \$130,682 for selected grant awards; and

WHEREAS, in December 2021, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 88929 C.M.S.) with priority areas: 1. Social-emotional Well-Being in Early Childhood, 2. Family Resource Centers and Parent Engagement, 3. Comprehensive School-Based Afterschool at Elementary Schools, 4. Comprehensive School-Based Afterschool at Middle Schools, 5. Middle School Engagement, Wellness, and Transitions, 6. High School and Post-Secondary Student Success, 7. Youth Leadership and Development, 8. Summer Academic and Enrichment Programs, 9. Violence Prevention Programming, 10. Career Access and Employment for Opportunity Youth, and 11. Career Access and Employment for Youth in School; and

WHEREAS, a Requests for Proposals based of the adopted OFCY Strategic Investment Plan 2022-2025 was released in January 2022; and

WHEREAS, in February 2022, OFCY received 246 proposals and responses from 139 private non-profit and public entities to provide services for the OFCY grant cycle 2022-2025; and

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

WHEREAS, the POC considered racial and geographic equity in the distribution of funds in accordance with the Strategic Investment Plan and Equity Framework in the RFP; and

WHEREAS, the POC recommends the following 149 grant funding awards in the amounts specified below for FY 2022-2023, and as renewable with City Council approval and contingent upon funding availability for FY 2023-2024 and FY 2024-2025:

Agency Name	Program Name	FY 2022-2023 Funding
Social-Emotional Well-Being in Early Childhood		\$775,000
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$175,000
LifeLong Medical Care	Project Pride	\$75,000
Lincoln	Early Childhood Mental Health Collaborative	\$300,000
Oakland Parks, Recreation & Youth Development	Community Adventure Pre-K Playgroup (C.A.P.P)	\$100,000
Through the Looking Glass	Nurturing Relationships and Strengths of 0-5 Children and Their Families	\$125,000
Family Resource Centers and Parent Engagement		\$2,261,035
BANANAS, Inc	Healthy Havenscourt Early Care and Kinder Readiness Hub	\$500,000
Dads Evoking Change	Dads Evoking Change	\$40,000
East Bay Agency for Children (EBAC)	Hawthorne Family Resource Center	\$238,474
Family Bridges, Inc.	Social Services to Young Children & Their	\$40,000

Agency Name	Program Name	FY 2022-2023 Funding
	Families	
Lincoln	New Highland RISE Family Resource Center (NHR FRC)	\$220,000
Lotus Bloom	Culturally Responsive Family Resource Center	\$248,993
Our Family Coalition	LIFTS (LGBTQ Intersectional & Inclusive Family Support & Trauma Services)	\$125,000
Refugee & Immigrant Transitions (RIT)	Parent Tot Initiative (PTI)	\$250,000
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$499,936
Tandem, Partners in Early Learning	Early Learning Everywhere: Building Family Connections	\$98,632
Comprehensive School-Based Afterschool at Elementary Schools		\$3,230,000
Bay Area Community Resources	Brookfield Elementary	\$85,000
Bay Area Community Resources	Emerson Elementary	\$85,000
Bay Area Community Resources	Esperanza Academy	\$85,000
Bay Area Community Resources	Fred T. Korematsu Discovery Academy Elementary	\$85,000
Bay Area Community Resources	Global Family Elementary	\$85,000
Bay Area Community Resources	Grass Valley Elementary	\$85,000
Bay Area Community Resources	Greenleaf Elementary	\$85,000
Bay Area Community Resources	Hoover Elementary	\$85,000
Bay Area Community Resources	Lockwood STEAM Academy	\$85,000
Bay Area Community Resources	Madison Park Academy Elementary	\$85,000
Bay Area Community Resources	Markham Elementary	\$85,000
Bay Area Community Resources	Martin Luther King Jr. Elementary	\$85,000
Bay Area Community Resources	Oakland Academy of Knowledge Elementary	\$85,000
Bay Area Community Resources	Prescott Elementary	\$85,000
Bay Area Community Resources	Sankofa United Elementary	\$85,000
East Bay Agency for Children (EBAC)	Achieve Academy	\$85,000
East Bay Agency for Children (EBAC)	Rise/ New Highland Academy	\$85,000
East Bay Asian Youth Center	Franklin Elementary School	\$85,000
East Bay Asian Youth Center	Garfield Elementary School	\$85,000
East Bay Asian Youth Center	Lincoln Elementary School	\$85,000
East Bay Asian Youth Center	Manzanita Community School	\$85,000
East Bay Asian Youth Center	Manzanita Seed	\$85,000
Girls Inc of Alameda County	ACORN Woodland Elementary	\$85,000
Girls Inc of Alameda County	Allendale Elementary	\$85,000
Girls Inc of Alameda County	Bella Vista Elementary	\$85,000
Girls Inc of Alameda County	Bridges @ Melrose Academy Elementary	\$85,000
Girls Inc of Alameda County	Burckhalter Elementary	\$85,000
Girls Inc of Alameda County	Horace Mann Elementary	\$85,000
Higher Ground Neighborhood Development Corporation	East Oakland Pride Elementary	\$85,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Leaf Foundation	EnCompass Academy Elementary	\$85,000
Oakland Leaf Foundation	International Community Elementary	\$85,000
Oakland Leaf Foundation	Learning Without Limits	\$85,000
Oakland Leaf Foundation	Think College Now Elementary	\$85,000
Safe Passages	Fruitvale Elementary	\$85,000
Safe Passages	Laurel Elementary	\$85,000
Ujimaa Foundation	Carl B. Munck Elementary School	\$85,000
YMCA of the East Bay	Piedmont Avenue Elementary	\$85,000
YMCA of the East Bay	Reach Academy Elementary	\$85,000
Comprehensive School-Based Afterschool at Middle Schools		\$1,580,000
Attitudinal Healing Connection	Community School for Creative Education	\$100,000
Bay Area Community Resources	Elmhurst United Middle School	\$100,000
Bay Area Community Resources	Life Academy	\$100,000
Bay Area Community Resources	Madison Park Academy 6-8	\$100,000
East Bay Asian Youth Center	Frick United Academy of Language	\$100,000
East Bay Asian Youth Center	Roosevelt Middle School	\$100,000
East Bay Asian Youth Center	Urban Promise Academy	\$100,000
Envisioneers Inc	Greenleaf	\$80,000
Envisioneers Inc	Westlake Middle	\$100,000
Girls Inc of Alameda County	La Escuelita	\$100,000
Girls Inc of Alameda County	West Oakland Middle	\$100,000
Oakland Leaf Foundation	Ascend	\$100,000
Oakland Leaf Foundation	Bret Harte Middle School	\$100,000
Safe Passages	Coliseum College Prep Academy	\$100,000
Safe Passages	United for Success Academy After School Program	\$100,000
Ujimaa Foundation	Lazear Charter Academy	\$100,000
Middle School Engagement, Wellness, and Transitions		\$710,000
East Oakland Boxing Association	EOBA - After-school program - Grades 6-8	\$100,000
Fresh Lifelines for Youth, Inc.	FLY Middle School Program for Oakland Youth	\$60,000
Lincoln	West Oakland Initiative (WOI)	\$200,000
Safe Passages	Elev8 Youth	\$100,000
The Unity Council	The Unity Council Latino Men & Boys Program	\$250,000
High School and Post-Secondary Student Success		\$1,245,000
Centro Legal de la Raza	Youth Law Academy	\$175,000
College Track	College Track Oakland: Democratizing high school & college success for low-income, first-generation Oakland youth	\$125,000
East Bay Asian Youth Center	SHOP 55	\$120,000
Oakland Kids First (OKF)	Knight Success: College Ready, Career Ready, and Community Ready	\$110,000
Oakland Unified School District	Oakland International High School: Newcomer Youth Wellness & Leadership Initiative	\$75,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Unified School District	Student Engagement in Restorative Justice	\$150,000
Refugee & Immigrant Transitions (RIT)	Newcomer Community Engagement Program (NCEP)	\$150,000
Student Program for Academic & Athletic Transitioning (SPAAT)	College & Career Performance Program	\$100,000
TEAM Inc.	Core Program	\$65,000
The Center for Independent Living	Community Connections	\$75,000
The Mentoring Center	Emerge	\$100,000
Youth Leadership & Development		\$4,645,347
Alameda County Health Care Services Agency	Alameda County Court Appointed Special Advocates	\$100,000
American Indian Child Resource Center	Culture Keepers	\$90,000
Asian Pacific Environmental Network	AYPAL: Building API Community Power	\$100,000
Aspire Education	Community Reading Buddies	\$75,000
Attitudinal Healing Connection	Oakland Legacy Project	\$450,000
Bay Area Outreach & Recreation Program (BORP)	Sports & Recreation for Youth with Disabilities	\$62,000
Bay Area SCORES	Oakland SCORES	\$175,000
Chapter 510 Ink	Writing at the Center	\$75,000
Communities United for Restorative Youth Justice	Homies 4 Justice and Dream Beyond Bars	\$150,000
Community Works West	Project WHAT!	\$100,000
Covenant House California	Covenant House California - DreamCatcher Youth Program	\$50,100
Destiny Arts Center	Destiny in Oakland Schools	\$175,000
Dimensions Dance Theater	Rites of Passage	\$74,050
East Bay Asian Local Development Corporation	Lion's Pride	\$100,000
East Oakland Youth Development Center	EOYDC Youth Leadership & Development Program K-8	\$250,000
Fresh Lifelines for Youth, Inc.	FLY Programs for Young Leaders	\$99,897
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$225,000
Frontline Catalysts	Climate Justice Leadership Development	\$75,000
Health Initiatives For Youth (HIFY)	Leadership In Diversity (LID)	\$75,000
Kingmakers of Oakland	Kingmakers of Oakland Media Academy	\$125,000
Museum of Children's Art (MOCHA)	Youth Leadership NOW: Futures Visioning through the Arts	\$250,000
Music Is eXtraordinary, Inc.	Explorations in Music	\$125,000
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$250,000
Oakland Kids First (OKF)	REAL HARD Youth Leadership Program	\$125,000
Oakland Lacrosse Club	Oakland Lacrosse: Leadership Development, Academic Counseling, Wellness Education(East Oakland Expansion)	\$50,000
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$150,000
Oakland LGBTQ Community Center, Inc.	LGBTQ Youth Leadership Program	\$225,000

Agency Name	Program Name	FY 2022-2023 Funding
Oakland Parks, Recreation & Youth Development	Discovery Science	\$90,000
Oakland Public Education Fund	Youth Beat: Media Arts & Leadership Development	\$90,000
Restorative Justice for Oakland Youth (RJOY)	Youth Program	\$225,000
Safe Passages	Get Active	\$175,000
Student Program for Academic & Athletic Transitioning (SPAAT)	McClymonds Leadership Program (MLP)	\$114,300
The Unity Council	The Unity Council Latinx Mentoring & Achievement Program	\$200,000
Summer Academic & Enrichment		\$861,000
Acta Non Verba: Youth Urban Farm Project	Camp ANV	\$180,000
Destiny Arts Center	Camp Destiny	\$70,000
East Bay Consortium of Educational Institutions, Inc	Pre-Collegiate Academy	\$75,000
East Oakland Youth Development Center	EOYDC Summer Cultural Enrichment Program (SCEP)	\$150,000
Family Support Services	Kinship Summer Youth Program	\$75,000
Girls Inc of Alameda County	Concordia	\$60,000
Lincoln	Oakland Freedom Schools (OFS)	\$150,000
Oakland Parks, Recreation & Youth Development	Oakland Fine Art Summer School	\$50,000
Prescott Circus Theatre	Summer Circus and Academic Program	\$51,000
Violence Prevention		\$780,000
Community & Youth Outreach Inc	CYO Inc Healthy Wealthy Wise	\$225,000
The Mentoring Center	TMC's Transformative Youth Violence Prevention Program	\$190,000
United Roots	UR Music	\$125,000
Youth ALIVE!	Teens on Target	\$240,000
Career Access and Employment for Opportunity Youth		\$1,660,000
Bridges from School to Work, Inc.	Bridges from School to Work	\$150,000
Center For Young Women's Development dba Young Women's Freedom Center	Siblings on the Rise Economic Empowerment Program	\$225,000
Civicorps	Civicorps' Conservation Career Pathways Program	\$115,000
First Place for Youth	Youth Apprenticeships for Economic Empowerment	\$225,000
Lao Family Community Development, Inc. (LFCD)	Oakland Youth Industries Exploration (YIE) Program	\$120,000
New Door Ventures	Comprehensive Job Training and Employment Program for Oakland Opportunity Youth	\$225,000
Safe Passages	Life and Career Roadmap Program	\$150,000
The Youth Employment Partnership, Inc.	Oakland Career Connections (OCC)	\$225,000
Youth UpRising	YU Career & Education Program- Job Training and Placement	\$225,000
Career Access and Employment for Youth in School		\$995,000

Agency Name	Program Name	FY 2022-2023 Funding
Alameda Health System	AHS -Health Excellence & Academic Leadership (HEAL) High School Healthcare Internship	\$160,000
Genesys Works Bay Area	Pathways to College and Career Success for Oakland's High School Students through Genesys Works	\$100,000
Hidden Genius Project Inc	The Hidden Genius Intensive Immersion Program	\$225,000
Oakland Unified School District	Exploring College, Career, and Community Options (ECCCO)	\$225,000
The Crucible	Fuego Entrepreneurship & CNC Design Career Academy	\$60,000
Youth Radio (DBA YR Media)	Media Education and Employment Pathway	\$225,000
Oakland Summer Youth Employment		\$300,000
Lao Family Community Development, Inc. (LFCD)	The Oakland Youth on the Move (YOM) Summer Program	\$125,000
The Youth Employment Partnership, Inc.	Summer Jobs for Successful Futures (SJSF)	\$125,000
Trybe Inc	Trybe Summer Job Program	\$50,000
	Total FY2022-2023 Funding:	\$19,042,382

; now, therefore, be it

RESOLVED: That these agreements are not professional service contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to public and nonprofit program providers that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

FURTHER RESOLVED: That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed Nineteen Million Forty-Two Thousand Three Hundred Eighty-Two Dollars (\$19,042,382) for FY 2022-2023 and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

FURTHER RESOLVED: That said agreement(s) shall be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

3173201v2

IN COUNCIL, OAKLAND, CALIFORNIA, **JUN 07 2022**

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND
PRESIDENT FORTUNATO BAS - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST: _____



ASHA REED

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