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| Introduction Date | 6/30/21 |
| Enactment Number | 21-1254 |
| Enactment Date | 6/30/21 er |



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

June 30, 2021

To: Board of Education

From: Kyla Johnson-Trammell Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Childhood Education Department

Subject: **Grant Award – California Department of Education – CSPP-1021– California State Preschool Program – Early Childhood Education**

ACTION REQUESTED:

Adoption by the Board of Education of Resolution No. 2021-0279 for Grant Award, Contract No.CSPP-1021, from the California Department of Education to provide funding for California State Preschool Program for the Early Childhood Education Department to support the General Child Care and Development Programs operated by the Early Childhood Education Department, by funding \$12,544,193.00, for the period of July 1, 2021 to June 30, 2022, to accept the same, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant Award for OUSD schools for the 2021-2022 fiscal year that benefit the Early Childhood Education Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through the Board Secretary’s Office and will be electronically available within one week of the Board meeting through Board of Education Legislative information Center under the file I.D number stated at the top of this page.

| File I.D # | Backup Document Included | Type | Recipient | Grant’s Purpose | Time Period | Funding Source | Grant Amount |
|------------|--------------------------|-----------------|--|--|-----------------------|------------------------------------|-----------------|
| 21-1741 | Yes | Grant CSPP 1021 | Oakland Unified School District for Early Childhood Education Department | This amendment reflects the minimum child days of enrollment 234,866 | 7/1/2021 6/30/2022 | California Department of Education | \$12,544,193.00 |

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 the grant amendment will be provided to OUSD ECE program based on earnings from student enrollment and attendance to fulfill the states obligation under the contract.

- Grant Valued: \$ 12,544,193.00

RECOMMENDATION:

Acceptance by the Board of Education of District Grant Award for Early Childhood Education Programming for fiscal year 2021-2022, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face sheet

Grant Agreement- CSPP-1021, FY 2021-2022

Resolution # 2021-0279

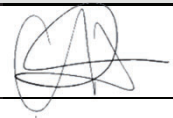
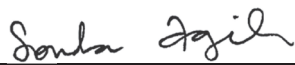
OUSD Grants Management Face Sheet

| | |
|--|--|
| Title of Grant: CSPP – 0021-02 General Child Care & Child Development Programs | Funding Cycle Dates: July 1, 2021 through June 30, 2022 |
| Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) Oakland Unified School District Early Childhood Education 1025 4 th Avenue, Oakland, CA 94606 510.273.8277 | Grant Amount for Full Funding Cycle: \$12,544,193.00 |
| Funding Agency: California Department of Education 1430 N Street, Sacramento, CA 95814 916-319-0800 | Grant Focus: California State Preschool Programs |
| List all School(s) or Department(s) to be Served: All Child care and Development programs | |

| Information Needed | School or Department Response |
|---|---|
| How will this grant contribute to sustained student achievement or academic standards? | The grant will support the California State Preschool Program half and full day |
| How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 5.59% 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.) | The Annual Agency plan will determine the effectiveness of the Program |
| Does the grant require any resources from the school(s) or district? If so, describe. | No |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district’s indirect rate of 5.59% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.) | Indirect cost is a part of the budget for this grant. |
| Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.) | No |

| | |
|---|---|
| Who is the contact managing and assuring grant compliance? (Include contact’s name, address, phone number, email address.) | Christie Herrera Executive Director of Early Learning Oakland Unified School District 1025 4 th Ave, Oakland CA 94606 510-273-8277 Christie.Herrera@ousd.org |
|---|---|

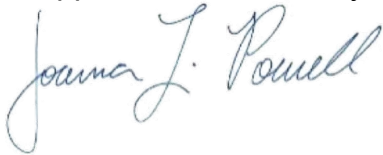
Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|---|------------------|---|----------|
| Executive Director of Early Learning | Christie Herrera |  | |
| Department Head (e.g. for school day programs or for extended day and student support activities) | Sondra Aguilera |  | 6/4/2021 |

Grant Office Obtained Approval Signatures:

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

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/24/21.





LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1021

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 01-6125-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the ALAMEDA COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "ALAMEDA COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS except where the ALAMEDA COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$53.41 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$12,544,193.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment 234,866.0

Minimum Days of Operation (MDO) Requirement 240

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp

| | | | | | | | |
|---|---|--|----------------|--|--|-----------------|--------------------------|
| STATE OF CALIFORNIA | | CONTRACTOR | | | | | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | | | |
| PRINTED NAME OF PERSON SIGNING Jaymi Brown, | | PRINTED NAME AND TITLE OF PERSON SIGNING Shanthi Gonzales, President, Board of Education Kyla Johnson Trammell, Secretary, Board of Education | | | | | |
| TITLE Contract Manager | | ADDRESS | | | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 12,544,193 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE General | | Department of General Services use only | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) 0656 23038-6125 | ITEM 30.10.010. 6100-196-0001 | CHAPTER B/A | | | STATUTE 2021 | FISCAL YEAR 2021-2022 |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 12,544,193 | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | T.B.A. NO. | B.R. NO. | | | | |
| SIGNATURE OF ACCOUNTING OFFICER | | DATE | | | | | |

Contractor Certification Clauses



CCC 04/2017

CERTIFICATION Approved as to form by OUSD Staff Attorney Joanna Powell on 6/24/21.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | |
|---------------------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
| Oakland Unified School District | 94-600385 |

By (Authorized Signature)

| | |
|---|--|
|  |  |
| Printed Name and Title of Person Signing | |
| Kyla Johnson-Trammell, Superintendent | Shanthi Gonzales, Board President |
| Date Executed | Executed in the County of |
| 7/1/2021 | Alameda |

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Oakland Unified School District

2. Federal ID Number:

94-600385

3. By (Authorized Signature):



4. Printed Name and Title of Person Signing:

Kyla Johnson-Trammell, Superintendent

Shanthi Gonzales, Board President

5. Date Executed:

7/1/2021

6. Executed in the County and State of:

Alameda

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/24/2021.




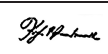
RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION


BE IT RESOLVED that the Governing Board of Oakland Unified School District

authorizes entering into local agreement number CSP-1021 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| <u>NAME</u> | <u>TITLE</u> | <u>SIGNATURE</u> |
|------------------------------|------------------------|---|
| <u>Kyla Johnson-Trammell</u> | <u>Superintendent</u> | <u></u> |
| <u>Shanthi Gonzales</u> | <u>Board President</u> | <u></u> |
| _____ | _____ | _____ |

PASSED AND ADOPTED THIS 30 day of June 2021 2020, by the Governing Board of _____ of Alameda County, in the State of California.

I, Kyla Johnson-Trammell, Clerk of the Governing Board of Oakland Unified School District, of Alameda County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



(Clerk's signature)

7/1/2021

(Date)

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/24/21.

