

File ID Number	16-2126
Introduction Date	10-13-16
Enactment Number	16-1619
Enactment Date	10-13-16
By	



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

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

To: Board of Education  
From: Antwan Wilson, Superintendent  
Subject: Grant Award Notification - City of Oakland - Early Childhood Education

**ACTION REQUESTED:**

Approval by the Board of Education of Grant Award from the City of Oakland to provide childcare services for 40 Head Start children, pursuant to the terms and conditions thereof.

**BACKGROUND:**

Grant award for OUSD for the 2016-2020 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
	Yes	Grant	Oakland Unified School District Academic Division	To provide childcare services for 40 Head Start children	2016-2017	Early Childhood Education	\$120,000.00

**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: \$120,000.00

**RECOMMENDATION:**

Grant award for OUSD for the 2016-2017 fiscal years was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

**ATTACHMENTS:**

Grant Application  
Letter of Intent

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

This Grant Agreement (the "Agreement") is entered into effective JULY1,2016, by and between the City of Oakland, a municipal corporation (the "City"), and OAKLAND UNIFIED SCHOOL DISTRICT, a California nonprofit public benefit corporation ("Grantee")

RECITALS

- A. The City wishes to enter into this Agreement with Grantee to provide childcare services to 40 Head Start children.
- B. The City Council, pursuant to Resolution No. 86304 C.M.S. has allocated grant funds to Grantee to fund its community-related programs and activities as specified herein.

Now therefore the parties to this Agreement agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the City agrees to a grant of funds to Grantee in an amount up to One Hundred Twenty Thousand Dollars (\$120,000.00) (the "Grant").

2. 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 Usana Hopkins, Early Childhood & Family Services Manager.

3. 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.

4. Time of Performance

The Grant term shall begin on July 1, 2016, and shall end on June 30, 2017.

## 5. Method of Payment

Grantee shall be paid for the performance of the Work set forth in the Scope of Work in accordance with the Program Budget included in the Scope of Work. Payments shall be made in the amounts stated in the Scope of Work and shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work. Payments shall be due upon completion of the Work or as otherwise specified in the Scope of Work. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City's expense forms. Invoices shall state a description of the Work completed, itemized costs, fees and expense and the amount due.

The documents submitted shall 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 Scope of 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 60 days following the completion or termination of this Agreement. No claims submitted after the 60-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 60-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

## 6. Prompt Payment

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is "disputed", the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City's Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely

paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

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

#### 7. 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.

8. 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.

9. 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.

10. 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.

## 11. 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.

## 12. Compliance with Federal Standards

Grantee shall be responsible for complying with the terms, conditions, and requirements set forth in, and other applicable federal and state laws with respect to federal grants. These include, but are not limited to, the following:

For the full text of the award term, go to <http://www.acf.hhs.gov/grants/discretionary-competitive-grants>

Parts I and II of HHS GPS available at <http://www.acf.hhs.gov/grants/discretionary-competitive-grants>

ACYF-PI-HS-08-03 issued May 12, 2008 (Executive Level II compensation limit)

- (a) 45 CFR 1300 All Performance Standards
- (b) 45 CFR 1301 et. seq. (Head Start Grants Administration).
- (c) 45 CFR 1303 (Appeals of Termination of Financial Assistance, Suspension of Financial Assistance and Denial of Refunding).
- (d) 45 CFR 1304 (Program Performance Standards for Operation of Head Start Program by Grantees and Delegate Agencies).
- (e) 45 CFR 46 (Protection of Human Subjects).
- (f) 45 CFR 74 (Administration of Grants).
- (g) 45 CFR 80 (Non-discrimination under Programs Receiving Federal Assistance through HHS).
- (h) 45 CFR 81 (Practice and Procedure for Hearings under Part 80).
- (i) 45 CFR 84 (Non-discrimination on the Basis of Handicap in Programs Receiving or Benefiting from Federal Financial Assistance).
- (j) Office of Human Development Grants Administration Manual as Amended.
- (k) Head Start Policy Manual/HHS Policy Manual
- (l) The application submitted for the Early Head Start Grant, including the proposed work program and any amendments thereto.
- (m) Office of Management and Budget Circular A-122, as amended.
- (n) United States Department of Labor Fair Labor Standards Act (29 CFR 516).
- (o) 22 California Administrative Code, Division 2.
- (p) 45 CFR 1304.5-5, Appendix B (Policy Manual: Parent Involvement).
- (q) 45 CFR 1305 (Eligibility, Recruitment, Enrollment and Attendance in Early Head Start)
- (r) 45 CFR 1306 (Early Head Start Staffing Requirements and Program Options)
- (s) 2 CFR Part 230 (Cost Principles for Non-Profit or Organizations)
- (t) 45 CFR Part 1309 (Head Start Facilities Purchase, Major Renovation and Construction)
- (u) 45 CFR Part 92 (Uniform Administrative Requirements for awards and sub awards to institutions of higher education, hospitals, other non-profit organizations, and commercial organizations)
- (v) 45 CFR Part 653 (a)
- (w) 45 CFR Part 642 (c)(1)(E)(i)
- (x) Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)
- (y) 45 CFR Part 87
- (z) HHS Grants Policy Statement (HHS GPS)
- (aa) OMB A-122
- (bb) OMB A-133
- (cc) (cc) Office of Head Start Environmental Health and Safety: Center- Based Observation Guide

Grantee has submitted **Schedule Z**, Certification of Debarment and Suspension, attached hereto and incorporated by reference herein.

13. 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.

14. 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.

15. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must provide the insurance listed in the City of Oakland **Insurance Requirements** attached hereto as **Schedule Q** and incorporated herein by reference.

16. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless (and at City's request, defend) the City, and its Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Grantee's obligations, representations or warranties under this Agreement;
  - (ii) Act or failure to act in the course of performance by Grantee under this Agreement;
  - (iii) Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Grantee;
  - (v) Unauthorized use or disclosure by Grantee of confidential information; or
  - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding subsections (i) through (vi), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, sub-consultants and subgrantees.
- c. The City shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, the City shall have the right if Grantee fails or refuses to defend the City with counsel acceptable to the City to engage its own counsel for the purposes of participating in the defense. In addition, the City shall have the right to withhold any payments due Grantee in the amount of anticipated defense costs plus additional reasonable amounts as security for Grantee's obligations under this section. In no event shall Grantee agree to the settlement of any claim described herein without the prior written consent of the City.
- e. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active 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. The City's liability under this Agreement shall be limited to payment of Grantee in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

17. Non-Liability of City

No member, official, officer, director, employee, or agent of the City shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

18. 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.

19. Events of Default and Remedies

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

- a. Failure to adequately perform the Work set forth in the Scope of Work;
- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any other provision of this Agreement; or
- d. Grantee's (1) 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; (2) making a general assignment for the benefit of creditors; (3) 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; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

The City shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) 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:

- (A) Terminate this Agreement in whole or in part;
- (B) Suspend payments under this Agreement;
- (C) Demand immediate reimbursement of any funds disbursed under this Agreement;
- (D) Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- (E) Bar Grantee from future funding by the City; and/or
- (F) Pursue any other remedy allowed at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2017.

#### 20. 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 30 days' written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work.

#### 21. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement.

#### 22. 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 any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to 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.

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

Grantee shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's 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 age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### 24. Local/Small Local Enterprise Participation

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

## 25. 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** – Said employees shall be paid an initial hourly wage rate of **\$12.93 with health benefits** and **\$14.86 without health benefits**. These initial rates shall be 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. Effective July 1<sup>st</sup> of each year, Grantee shall pay adjusted wage rates.
- 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 \$1.93 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.

## 26. 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.

27. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate.

Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

28. 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.

29. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

30. 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 during the duration of this Agreement.

31. Abandonment of Grant

The City may abandon or indefinitely postpone the 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.

32. 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.

### 33. 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 and otherwise carry out the Work; (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 undertake the Work; (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 persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

### 34. 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. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the City and Grantee.

### 35. Validity of Contracts

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

### 36. 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.

### 37. Notice

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



City  
City of Oakland  
Human Services Department  
Head Start Program  
150 Frank H. Ogawa Plaza, Ste. 5352  
Oakland, CA 94612  
Attn: Usana Hopkins, Early Childhood & Family Services Manager

Grantee  
Oakland Unified School District  
1000 Broadway, Ste. 600, Oakland, CA 94607  
Oakland, CA 94607  
Attn: Ray A. Mondragon, Deputy Chief of Early Learning

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.

38. 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.

39. 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.

40. 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.

#### 41. 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.

#### 42. 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.

#### 43. 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 time extension granted to Grantee 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. Should Grantee not 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 performance under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of Grantee to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Grantee.

#### 44. Consents and Approvals

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

45. Inconsistency

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

46. Counterparts

This Agreement may be signed in multiple counterparts, which, when signed by all parties, will constitute a binding agreement.

47. Exhibits

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

- Schedule A: Scope of Work and Budget
- Schedule C-1: Declaration of Compliance with the American with Disabilities Act
- Schedule K: Pending Dispute Disclosure
- Schedule N: Living Wage - Declaration of Compliance
- Schedule N-1: Equal Benefits, Declaration of Non-Discrimination
- Schedule P: Nuclear Free Zone
- Schedule Q: Insurance Requirements
- Schedule V: Affidavit of Non-Disciplinary or Investigatory Action
- Schedule Z: Certification regarding Debarment and Suspension
- Oakland's Minimum Wage Law

48. Approval

If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

[SIGNATURES ON NEXT PAGE]

“CITY”

CITY OF OAKLAND, a municipal corporation

By: \_\_\_\_\_  
City Administrator

Approved for forwarding:

By: \_\_\_\_\_  
Department Head

86304  
Resolution Number

Approved as to form and legality:

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

“GRANTEE”

OAKLAND UNIFIED SCHOOL DISTRICT

By: Ray A. Mondragon

Name: Ray A. Mondragon

Title: Deputy Chief Early Childhood

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: Marion McNeill  
Marion McNeill, Attorney at Law

James Harris  
President, Board of Education

Antwan Wilson  
Secretary, Board of Education

File ID Number: 16-2126  
Introduction Date: 10-13-16  
Enactment Number: 16-1614  
Enactment Date: 10-13-16  
By:

**"CITY"**

**CITY OF OAKLAND**, a municipal corporation

By: \_\_\_\_\_  
City Administrator

Approved for forwarding:

By: \_\_\_\_\_  
Department Head

86304  
Resolution Number

Approved as to form and legality:

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

**"GRANTEE"**

**OAKLAND UNIFIED SCHOOL DISTRICT**, a California nonprofit public benefit corporation, California Corporation No. **XXXXXXXX**

By: Roy A. Mondragon

Name: Roy A. Mondragon

Title: Deputy Chief of Early Learning

James Harris

James Harris  
President, Board of Education

File ID Number: 116-2126  
Introduction Date: 10-13-16  
Enactment Number: 116-1614  
Enactment Date: 10-13-16  
By: \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of General Counsel  
**APPROVED FOR FORM & SUBSTANCE**

By: [Signature]  
Attorney at Law

[Signature]

Antwan Wilson  
Secretary, Board of Education

# Combined Grants Schedules



Business Name Oakland Unified School District Phone (510)879-8535 Email \_\_\_\_\_  
 Address 1000 Broadway, Suite 600 City Oakland State CA Zip 94607 Federal ID # \_\_\_\_\_  
 City of Oakland Business License Number \_\_\_\_\_ Completed by: \_\_\_\_\_ Phone if different \_\_\_\_\_

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

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

## Schedule K – (Pending Dispute Disclosure)

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

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

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

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,500
(2) How many of your permanent employees are paid above the Living Wage rate?	all
(3) How many of your permanent employees are paid below the Living Wage rate?	none
(4) Number of compensated days off per employee? (Refer to item “a” above)	based on union contracts
(5) Number of trainees in your company?	n/a
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	n/a

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

**Section A. Grantee Information**

- (1) Are you an EBO certified firm (Please check one)  Yes  No (if yes, please attached certificate and skip Schedule N-1)  
 (2) Approximate Number of Employees in the U.S. \_\_\_\_\_ (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please check one)  Yes  No (4) Union name(s) 8 different unions

**Section B. Compliance**

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

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

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

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

**Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)**

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

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

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

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

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

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

Name of Individual: Andrea Epps, Esq Title: ATTORNEY, OFFICE OF GENERAL COUNSEL

Signature: [Handwritten Signature] Date: 9/6/16

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>



**SCHEDULE E**

**PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.

Date 09/06/16



**Note:**  
The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Company Name: Oakland Unified School District

Signed:

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
N/A	N/A	N/A	N/A	N/A	N/A					

Attach additional page(s) if necessary.  
Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.  
\* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)  
\*\* (M = Male) (F = Female)



CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS  
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

This is an \_\_\_ Original \_\_\_ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name \_\_\_\_\_ Phone \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one)  Bid  Proposal  Qualification  Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_ Zip \_\_\_\_\_

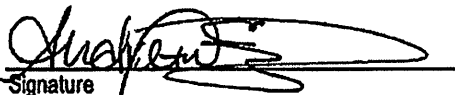
The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

  
Signature

9/16/16  
Date

Andrea Epps, Esq  
Print Name of Signer

ATTORNEY, OFFICE OF GENERAL  
COUNSEL  
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: \_\_\_/\_\_\_/\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_/\_\_\_/\_\_\_ By \_\_\_\_\_



# Schedule Z

## Certification of Debarment and Suspension

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$100,000 have not been suspended or debarred from participating in federally funded procurement activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency.
  - b) Have not within a 3 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction under a public transaction or contract.
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

OAKLAND UNIFIED SCHOOL DISTRICT  
Company Name

  
Signature of Authorized Representative

1000 BROADWAY, STE 600  
Address

Andrea Epps, Esq.  
Type or Print Name

510  
Area Code

8198535  
Phone

9/6/16  
Date

ATTORNEY, OFFICE OF GENERAL COUNSEL  
Type or Print Title

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Oakland Unified School District</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input checked="" type="checkbox"/> Other (see Instructions) ▶ <b>Public Entity</b>	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>1000 Broadway, Suite 680</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Oakland, CA 94607</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	Social security number												-						
Social security number																				
			-																	
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td>9</td><td>4</td><td>-</td><td>6</td><td>0</td><td>0</td><td>0</td><td>3</td><td>8</td><td>5</td></tr> </table>	Employer identification number									9	4	-	6	0	0	0	3	8	5
Employer identification number																				
9	4	-	6	0	0	0	3	8	5											

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>9/6/16</b>
------------------	----------------------------	----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**GRANT AGREEMENT**

**EXHIBIT A**

**SCOPE OF WORK AND BUDGET**

*[attached]*

**SCHEDULE A**

City of Oakland  
**GRANT AGREEMENT**

**SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED**

Date: July 1, 2016

**Oakland Unified School District:**

The Contractor will be paid at a rate of **\$300.00 per child per month**, upon submission and approval of a billing invoice. Total contract shall **not exceed \$120,000.00** over the contractual period (July 1, 2016- June 30, 2017). The services to be performed by the Contractor shall consist of services requested by the Project Manager or a designated representative, including all Head Start standards and /or services (but not limited to the following tasks).

<b>Task</b>	<b>Timeline</b>	<b>Documentation</b>
<b>Recruitment/Enrollment</b>		
<ul style="list-style-type: none"> <li>Contractor to maintain 100%-funded enrollment (<b>40 Head Start eligible 3-5 year-olds</b>) at all times within the program year.</li> </ul>	July 1, 2016 - June 30, 2017 <i>(or after minimum of 190 days of services contracted are fully rendered)</i>	Contractor, HS Waitlists and enrollment data (Sign-in sheets)
<ul style="list-style-type: none"> <li>Contractor will assist HS staff in securing needed documentation from parents/guardians</li> </ul>	July 1, 2016 - June 30, 2017	Contractor to work with HS
<ul style="list-style-type: none"> <li>Contractor will work with Head Start staff to implement program selection criteria approved annually by HS Policy Council, to ensure service delivery to families with highest need.</li> </ul>	July 1, 2016 - June 30, 2017	Contractor to work with HS
<ul style="list-style-type: none"> <li>HS Family Advocate will assist Contractor staff in completing enrollment paperwork to be fully enrolled by Head Start program.</li> </ul>	July 1, 2016 - June 30, 2017	HS FA to assist Contractor
<ul style="list-style-type: none"> <li>Contractor will not receive payment for a child unless that child is considered fully enrolled.</li> </ul>	July 1, 2016 - June 30, 2017	Billing Invoices
<b>Attendance</b>		
<ul style="list-style-type: none"> <li>Contractor shall complete and submit daily Sign/in and Sign/out Sheets to HS Central Office, on first Tuesday of each week.</li> </ul>	July 1, 2016 - June 30, 2017	Sign/in and Sign/out Sheets
<ul style="list-style-type: none"> <li>Contractor shall submit class lists and attendance records for all children enrolled, including non-HS preschool children.</li> </ul>	July 1, 2016 - June 30, 2017	Class list and attendance records
<ul style="list-style-type: none"> <li>Contractor must maintain a monthly average daily attendance (ADA) of 85% or above, and HS will analyze the causes of absenteeism and develop a plan of action for immediate correction.</li> </ul>	July 1, 2016 - June 30, 2017	ADA Plan and attendance records

<b>Mental Health Services</b>		
<ul style="list-style-type: none"> <li>Contractor shall refer children and families in need of Mental Health Services.</li> </ul>	July 1, 2016 - June 30, 2017	HS Agency Referral Form
<b>Disabilities Services</b>		
<ul style="list-style-type: none"> <li>Contractor shall submit a referral for children indicating an area of concern.</li> </ul>	July 1, 2016 - June 30, 2017	HS Agency Referral Form
<ul style="list-style-type: none"> <li>Contractor shall implement and plan an individualized program for children with disabilities, including planning for each child's individualized needs.</li> </ul>	July 1, 2016 - June 30, 2017	Lesson Plans
<ul style="list-style-type: none"> <li>Support attainment of expected outcomes in the Individualized Family Service Plan (IFSP).</li> </ul>	July 1, 2016 - June 30, 2017	IFSP
<b>Family &amp; Community Partnerships (Family Advocate (FA) Services)</b>		
<ul style="list-style-type: none"> <li>HS Family Advocate shall provide services to families as specified in the Family and community partnerships section of the Head Start Performance Standards that includes coordinating monthly Parent/Guardians Meetings in collaboration with Contractor staff; Health Services (health tracking, referrals); ERSEA services that include eligibility and enrollment services in coordination with Contractor's enrollment staff.</li> </ul>	July 1, 2016 - June 30, 2017	Monthly parent/guardian meeting agenda and minutes
<ul style="list-style-type: none"> <li>Contractor with help of HS staff shall provide twice per year parent/guardian conferences. One after the first assessment and one after the second assessment.</li> </ul>	July 1, 2016 - June 30, 2017	Parent/guardian conference schedule and parents signature on parent teacher conference form
<ul style="list-style-type: none"> <li>Contractor shall include HS FA in monthly meetings scheduled between FA and teaching staff to ensure coordination of services/supports for HS children.</li> </ul>	July 1, 2016 - June 30, 2017	Monthly meeting schedule Meeting minutes/notes
<ul style="list-style-type: none"> <li>HS FA shall work with Contractor staff to ensure appropriate referrals for services needed (may include but not limited to mental health, health, nutrition, special education or family supports).</li> </ul>	July 1, 2016 - June 30, 2017	Family partnership agreement
<ul style="list-style-type: none"> <li>Contractor shall identify confidential space that the HS FA can use when at site for meeting with families. Also identify space to store files, use phone, desk/computer, and fax as needed.</li> </ul>	July 1, 2016 - June 30, 2017	N/A

<ul style="list-style-type: none"> <li>HS FA shall meet with and coordinate enrollment, attendance and paperwork with Contractor staff.</li> </ul>	July 1, 2016 - June 30, 2017	
<b>Health Screening</b>		
<ul style="list-style-type: none"> <li>Health screenings (Vision, hearing, Height, Weight, Nutrition, etc.) will be provided to all HS children in accordance with the Head Start Standards/EPSTD</li> </ul>	July 1, 2016 - June 30, 2017	HS/OHS
<ul style="list-style-type: none"> <li>Contractor will provide tooth brushing</li> <li>Children's gums/teeth will be cleaned after feedings up to 2 times per day.</li> </ul>	July 1, 2016 - June 30, 2017	Daily Schedule
<b>Education and Early Childhood Development (CHD)</b>		
<ul style="list-style-type: none"> <li>Contractor shall perform Ages and Stages screening and the Social Emotional screening tool on all enrolled children.</li> </ul>	Within the first 45 days of enrollment	ASQ/SE Screening Forms
<ul style="list-style-type: none"> <li>Contractor shall use Creative Curriculum.</li> </ul>	July 1, 2016 - June 30, 2017	Curriculum Plans
<ul style="list-style-type: none"> <li>Contractor shall complete and post individualized lesson plans, and retain a copy of weekly lesson plan in binder.</li> </ul>	July 1, 2016 - June 30, 2017	Lesson Plans
<b>Ongoing Assessment and Child Outcomes Framework</b>		
<ul style="list-style-type: none"> <li>HS Contractor must implement the Creative Curriculum Assessment system and record the required child outcome data.</li> </ul>	July 1, 2016 - June 30, 2017	Creative Curriculum/Assessment tool
<ul style="list-style-type: none"> <li>HS Contractor is required to submit data on HS enrolled children using the Creative Curriculum assessment tool up to four times a year. HS will provide, or provide for, training and technical assistance on the Creative Curriculum and the assessment data, and how to use this data to plan for children's development.</li> </ul>	July 1, 2016 - June 30, 2017	Creative Curriculum/Assessment tool
<b>Program Staffing Requirements</b>		
<ul style="list-style-type: none"> <li>HS shall not be responsible for any staffing decisions made by the Contractor. However, staffing requirements contained in the Head Start Performance Standards and Community Care Licensing standards must be adhered to maintained and will be reviewed by HS.</li> </ul>	July 1, 2016 - June 30, 2017	Community Care Licensing Personnel Roster
<ul style="list-style-type: none"> <li>The Contractor assistants, working with children, must meet certification or licensing requirements of the State, and whose certificate or license is conferred by an institution accredited by one of</li> </ul>	July 1, 2016 - June 30, 2017	Official Transcripts CD Permits (CCTC)



the six (6) regional accreditation associations.		
<ul style="list-style-type: none"> <li>The Contractor shall ensure staff coverage does not allow a child to be left unsupervised at any time.</li> </ul>	July 1, 2016 - June 30, 2017	Monitoring Forms
<b>Qualifications</b>		
<ul style="list-style-type: none"> <li>Contractor must have and required Child Development Permits issued by CCTA or an AA degree or higher in early childhood education.</li> <li>Early Childhood Instructors must have at minimum 6 units of infant/toddler development <u>and</u> 12 Early Childhood Education units.</li> </ul>		Review
<b>Fingerprinting</b>		
<ul style="list-style-type: none"> <li>During the term of the Contract, the Contractor, shall be required to comply with the provisions of Education Code Section 45125.1 including certifying, in writing, to the City of Oakland that no Contractor or assistants of the Contractor who may come in contact with Head Start children in the performance of the Contract, have been convicted of a violent or serious felony as defined in California Penal Code Sections 667.5 (c) and 1192.7 (c) respectively and Head Start regulations in 45 CFR 1301.31 (b)(iii).</li> </ul>	July 1, 2016 - June 30, 2017	Background Clearance
<ul style="list-style-type: none"> <li>Prior to the beginning of the Contract period, the Contractor will provide for the submission and clearance of fingerprints of its potential assistants and family members over 18 years of age who may have more than limited contact with Head Start children, to the California Department of Justice (CDOJ) in a manner authorized by the California Department of Education (CDE). [Reference California Code of Regulations, Title 22, Division 12, Chapter 1, Section 101170].</li> </ul>	Prior to the beginning of the Contract	Background Clearance
<ul style="list-style-type: none"> <li>Child Sexual Abuse Declaration <ol style="list-style-type: none"> <li>Contractor shall ensure no employee has a pending and/or prior criminal arrest and charges related to child sexual abuse and their dispositions;</li> <li>Conviction related to other forms of Child abuse and / or neglect; and</li> <li>All convictions of violent felonies</li> </ol> </li> </ul>	Prior to the beginning of the Contract	Child Sexual Abuse Declaration/
<b>Use of Equipment and Non-</b>		

<b>Consumable Supplies</b>		
<ul style="list-style-type: none"> <li>Contractor shall be provided consumable supplies for the Head Start children as long as the provider is contracted with the City of Oakland.</li> </ul>	July 1, 2016 - June 30, 2017	Inventory Report
<b>Use of Equipment and Non-Consumable Supplies</b>		
<ul style="list-style-type: none"> <li>Contractor must provide diapers/ pull ups, if needed, to Head Start children</li> </ul>	July 1, 2016 - June 30, 2017	Inventory Report
<b>Home Visitation</b>		
<ul style="list-style-type: none"> <li>Contractor will assist HS Family Advocates in conducting required Home Visits and offering instruction, as designated for the 46 Head Start children.</li> </ul>	Twice per year-By December 31 <sup>st</sup> (can be done with parent orientation, as appropriate) and by June 30 <sup>th</sup> annually	Home Visit Calendar, Schedule and Parent/guardian Contact Form indicating home visit
<b>Parent/Teacher Conferences</b>		
<ul style="list-style-type: none"> <li>Contractor will conduct parent/teacher conferences in the time frame required.</li> </ul>	July 1, 2016 - June 30, 2017	Parent/Teacher Conference Calendar and Schedule
<b>Ongoing Monitoring</b>		
<ul style="list-style-type: none"> <li>In coordination with Contractor, a monthly/quarterly monitoring schedule of monitoring will be developed by HS.</li> <li>Contractor must provide access to HS staff and designees to conduct regular site visits and file reviews of 46 HS children. During these visits, HS staff will review for evidence of compliance with performance standards, State regulations and other applicable regulations.</li> <li>In coordination with Contractor, monitoring reports will be provided within 15 days following the site visit.</li> <li>Contractor shall submit a written improvement/corrective action plan in response to any findings within 30 days of receipt of the report from HS indicating how Contractor will correct any non-compliance findings, unless health, safety or licensing violations are found which must be corrected immediately.</li> <li>Contractor shall allow follow-up site visit to validate corrective actions have been completed with 30 days of receipt of Corrective Action Plan.</li> </ul>	July 1, 2016 - June 30, 2017	<ul style="list-style-type: none"> <li>Monitoring schedule</li> <li>Monitoring forms</li> <li>Quality Control Reports</li> <li>Corrective Action Plans</li> </ul>
<ul style="list-style-type: none"> <li>Contractor shall ensure compliance with all Head Start requirements set forth in the Performance Standards, Title 22 Regulations and the City of Oakland's policies and procedures.</li> </ul>	July 1, 2016 - June 30, 2017	Quality Control Reports

**Training and Technical Assistance**

<ul style="list-style-type: none"> <li>• HS shall offer training and technical assistance for Contractor staff and parents.</li> <li>• HS shall offer Contractor staff HS Training on HS Performance Standards and Contract expectations provided by HS.</li> <li>• HS shall make other training available to Contractor staff, as requested and available.</li> <li>• New Contractor staff shall receive HS orientation and training as hired.</li> <li>• An HS Policies &amp; Procedures Manual, as well as the HS Reauthorization ACT 2007, will be provided to Contractor Executive Director, Center Director and class working with HS children.</li> </ul>	<p>July 1, 2016 - June 30, 2017</p>	<p>HS Training Notification, as scheduled</p>
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**Facilities Maintenance**

<ul style="list-style-type: none"> <li>• Contractor will ensure that classrooms and play yard is in full compliance with Head Start and Early Head Start Standards by day one (1) of service delivery.</li> </ul>	<p>September 2015</p>	<p>HS/EHS Management Staff</p>
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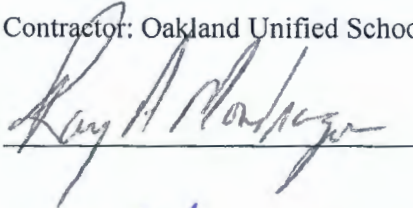
**Required Written Reports**

Name of Report	Due Date
Non-Federal Share (In-Kind) Documentation	1 <sup>st</sup> day of the following month
3035 (Child Development) Child Plus report	1 <sup>st</sup> day of the following month
Center Activity Calendar	1 <sup>st</sup> day of the following month
Health and Safety Checklist	1 <sup>st</sup> day of the following month
Teacher-Parent Curriculum meeting minutes and Sign-In Sheets sent to or picked-up by the HS Central Office	1 <sup>st</sup> day of the following month
Contractor Personnel Roster	Prior to beginning of Contract and as needed
Attendance Sheets (Sign in/Sign out Sheets)	1 <sup>st</sup> day of the following week (Monday)

**Non-Compliance with any part of this Contract may result in:**

- o Termination of Contract

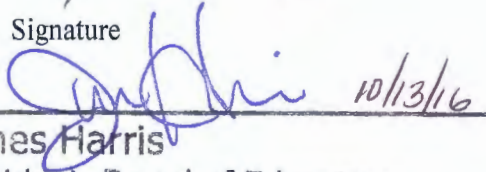
Contractor: Oakland Unified School District

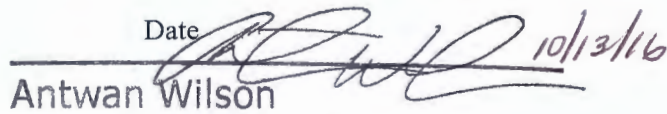


9/8/16

Signature

Date

 10/13/16

 10/13/16

**James Harris**

**Antwan Wilson**  
**Secretary, Board of Education**

**President, Board of Education**

City Representative: Usana Hopkins, Early Childhood & Family Services Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

TO BE ATTACHED TO SIGNED CONTRACT

File ID Number: 16-2126  
Introduction Date: 10-13-16  
Enactment Number: 16-1619  
Enactment Date: 10-13-16  
By: