

File ID Number	18-2325
Introduction Date	12/12/18
Enactment Number	18-1906
Enactment Date	12/12/18
By	OS



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education
 From: Kyla Johnson-Trammell, Superintendent
 Board Meeting Date 12/12/18
 Subject: Grant Award Notification-The 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 Head Start Children, pursuant to the terms and conditions thereof.

BACKGROUND:

Grant award for OUSD schools for the 2018-2019 fiscal year 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
1819-0115	Yes	Grant	Oakland Unified School District Early Childhood Education	To provide childcare services for Head Start Children	2018-2019	Head Start	\$131,533.00

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: \$131,533.00

RECOMMENDATION:

Grant award for OUSD for the 2018-2019 Fiscal year was submitted for funding as indicated in the chart below. The grant face sheet and grant application packets are attached.

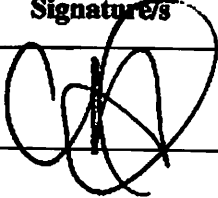
OUSD Grants Management Face Sheet

Title of Grant: Head Start Grant –Community Related Programs	Funding Cycle Dates: July 1, 2018 through June 30, 2019
Grant's Fiscal Agent: (contact's name, address, phone number, email address) City of Oakland Human Services Department Head Start Program 150 Frank H. Ogawa Piazza, Ste 5352 Oakland, CA 94612 Attn: Alisa G Burton Aburton@oaklandnet.com	Grant Amount for Full Funding Cycle: \$ 131,533.00
Funding Agency: City of Oakland	Grant Focus: To provide childcare services to Head Start Children
List all School(s) or Department(s) to be Served: Early Childhood Education	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will be utilized to have a more enhanced early childhood program by creating a partnership with City of Oakland Head Start. Through this partnership students and families at Arroyo Viejo CDC will get all the full services that Head Start provides. We will also have a family advocate to support families who are part of the program.
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.)	This grant will be evaluated used the DRDP 3 times a year as well as parent satisfaction survey and parent involvement through the year.
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.)	No.
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.

<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Christie Anderson Executive Director Early Childhood Education Chrisite.anderson@ousd.org</p>
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Executive Director	Christie Anderson		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Ofelia Roxas		
Superintendent	Kyla Johnson-Trammell		

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

This Grant Agreement (the "Agreement") is entered into effective August 20, 2018, by and between the City of Oakland, a municipal corporation (the "City"), and Oakland Unified School District.

RECITALS

- A. The City wishes to enter into this Agreement with Grantee to provide childcare services to Head Start children based on funding received from the United States Department of Health and Human Services Administration for Children and Families.
- B. The City Council, pursuant to Resolution No. 87163 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 provide a grant of funds to Grantee in an amount up to One Hundred Thirty-One Thousand and Five Hundred and Thirty-Three Dollars (\$131,533.00) (the "Grant").

2. Scope of Work

The 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 and comply with all of the mandates in these recitals.

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 Dr. Veronica Ufoegbune, City of Oakland Head Start Director.

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 August 20, 2018, and shall end on June 30, 2019.

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 amount 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 based on satisfactory performance 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, upon the filing of a complaint, 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 receipt. 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 it has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and addresses 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 and described in the Scope of Work.

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. 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. Additional Privacy issues are described in the Scope of Work and required to be written in the Grantees written procedures.

9. 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.

10. 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.

11. Compliance with Federal Standards

Grantee shall be responsible for complying with the terms, conditions, and requirements set forth in the Head Start Program Performance Standards 45 CFR Chapter XIII, and other applicable federal and state laws with respect to federal grants. Please refer to Schedule A/Scope of Work.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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, 2019.

19. 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.

20. 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.

21. 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 matters 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.

22. 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.

23. 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.

24. 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 **\$13.75 with health benefits** and **\$15.78 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 1st 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 \$2.03 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 they 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 City of Oakland Head Start Central Office or 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.

25. 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.

26. 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 15th 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.

27. 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.

28. Religious Prohibition

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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 and with approval of the funding agency.

34. 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

35. 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.

36. 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: Dr. Veronica Ufoegbune, Head Start Director

Grantee
Oakland Unified School District
1000 Broadway, Suite 600
Oakland, CA 94607
Attn: Executive Director

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.

37. 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.

38. Amendments and Modifications

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

39. 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.

40. 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.

41. 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.

42. 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.

43. Consents and Approvals

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

44. Inconsistency

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

45. Counterparts

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

46. Exhibits

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

Schedule A: Scope of Work
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

47. 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

87163
Resolution Number

Approved as to form and legality:

By: _____
Deputy City Attorney

"GRANTEE"

OAKLAND UNIFIED SCHOOL DISTRICT

By: *Almee Eng*

Name: Almee Eng
President, Board of Education

Title: _____

Kyla R. Johnson-Trammell

Kyla R. Johnson-Trammell
Secretary, Board of Education

ni 1 h
Signature

SCHEDULE A

PY 2018-2019 Scope of Work

Grantee will be paid upon submission and approval of billing invoices **\$328.83** per child per month for each enrolled child up to **40** Head Start (“HS”) children. The total amount of this agreement is not to exceed **\$131,533**. The start of service delivery will be negotiated between the City’s Program Manager or designee and the Grantee’s Executive Director to ensure compliance with required days and weeks of services. The services to be performed by the Grantee shall consist of services requested by the Project Manager or a designated representative in accord with Head Start Performance Standards as described below. Grantee is required to become familiar with the listed requirements in order to maintain compliance with the applicable federal Head Start regulations.

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<p align="center"><u>Eligibility, Recruitment, Selection, Enrollment and Attendance 45CFR1302.12, 13,14 and15 (ERSEA)</u></p>		
<ul style="list-style-type: none"> • Grantee will participate in recruiting families with City Staff support, using its own advertisements and those provided by the City Staff. • Homeless and Children in Foster Care are automatically eligible (45CFR1302. 12c) 	<p>At least 30 days before classes/home-based services begin; or as agreed to with project manager</p>	<p>Recruitment information, showing media coverage, evidence/documentation of recruiting events available for City Staff review. Full enrollment and filling vacancies + within 30 days as they occur.</p>
<ul style="list-style-type: none"> • Recruitment and selection for HS/EHS will use <u>current</u> poverty guidelines (1/13/18) to ensure enrollment of eligible families. • Only families that meet 100% of poverty may be enrolled <u>without specific prior approval</u> from the City Staff 45CFR1302.12(c) • Agency may enroll families with children with disabilities that are 10% over-income with express prior approval of the City Staff. 	<p>At least 30 days before classes begin, or as agreed to with project manager</p>	<p>Family/children’s enrollment documents based on up to date poverty information. City Staff will ensure current poverty guidelines are provided.</p>

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> Grantee will ensure that its staff implements City Staff-approved selection criteria which are forwarded separately. 	At least 30 days before classes begin and throughout the year	Files contain appropriate documentation for selecting HS/EHS families. Information forwarded to the City Staff meets this initial requirement.
<ul style="list-style-type: none"> Children eligible for services under IDEA must be included in recruitment selection and enrollment efforts to assist in meeting the 10% statutory mandate for Head Start and Early Head Start programs (45CFR1302.14) Children with Disability or Chronic Health Conditions may not be denied enrollment. 45 CFR 1302.12 (a) (4) 	Ongoing during recruitment and filling of slots	Documentation for those children who have either an IEP or IFSP. Chronic Health Conditions Incidental Medical Services (IMS) Plans contained in child's file.
<ul style="list-style-type: none"> Assigned City staff will assist Grantee in paperwork completion to ensure eligibility is established. 45 CFR 1302.12 	Throughout the year	Complete eligibility/enrollment documentation. City staff provide documentation of support
<ul style="list-style-type: none"> Age limits for serving children in Head Start or Early Head Start must follow the requirements at 45CFR1302.12. 	At time of enrollment	Eligible children proposed for enrollment
<ul style="list-style-type: none"> Grantee shall submit all the following: Applications, enrollment lists, waiting lists and "Change Forms" for all children enrolling in HS or EHS, for completion of enrollment decisions by the City Staff. 	During recruitment and enrollment phase and when filling vacancies. Submit as soon as completed.	Enrollment forms to be submitted as soon as completed to ensure maintenance of full enrollment.
ATTENDANCE 45CFR1302.16		
<ul style="list-style-type: none"> Grantee shall track attendance for <u>each child</u> and ensure a contact with the family within <u>one hour of program start time</u> if no contact has been made by the family to indicate child's absence. 45CFR1302.16 	Daily	Daily, with attendance forms submitted to the Oakland Head Start Office each week (or as otherwise directed.) Documentation of family contact for children that do not arrive within one hour of start time on attendance sheets and family files

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> Grantee shall complete and submit original daily sign-in and sign-out sheets to Oakland HS Central Office to document attendance on <u>Monday of each week</u> for the previous week; City staff will review attendance on a daily and/or weekly basis to follow up on families with attendance issues unless such follow up is documented by Grantee staff. (45 CFR 1302.16) 	Daily and/or weekly	Agency and City Staff records (files and data system) document required follow up action on attendance issues and adhere to medically related follow-up timeframes as noted on doctors' notes, etc.
<ul style="list-style-type: none"> No family will be expelled or unenrolled from either HS or EHS because of a child's behavior (45CFR1302.17 (b)); <u>Temporary suspensions</u> must be used as a last resort, with immediate notification to the City Staff of planned actions in accord with 45 CFR 1302.17(a). Proposed exclusions for other reasons require adherence to program policies and procedures. 	Notification to City within 24 hours of any suspensions.	Limited use of suspensions, no child expelled or unenrolled. Agency and City Staff records (files and data system) document required follow up action. Complete a child action Plan that incorporates MDT policies and procedures
<u>FEES 45CFR 1302.18</u>		
<ul style="list-style-type: none"> Eligible families may not be charged a fee to participate in Head Start or Early Head Start. (45CFR1302.18)(a). See 45 CFR 1302.18(b) for allowable fees in Head Start programs. If a fee is planned, agreement on its application to Head Start families must be reached <u>prior</u> to the beginning of program services and approved by City staff. 		No eligible Head Start family is charged a fee. Agency must advise of planned fees <u>prior to</u> implementation. Submit a rationale and written plan for fees to be paid by Head Start eligible families
<u>PROGRAM STRUCTURE 45CFR1302.21-22</u>		
<ul style="list-style-type: none"> For center-based Head Start and Early Head Start services, a minimum of 6.5 hours a day and 180 days per year must be offered. Class sizes and groupings must comply with 45CFR1302.21(b) for ages and groupings of children 		Lesson plans and other documents support days and hours of operation. Agency's calendar and sign-in, sign-out sheets document this requirement. A plan for class size for Early Head Start and Head Start must be submitted 15 days before classes begin, but no later than August 15.
<ul style="list-style-type: none"> For Home-Based Early Head Start services, serving infants and toddlers, one weekly home visit per family of 1.5 hour's duration 		Attendance forms documenting service delivery per calendar plan of operation.

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<p>over a minimum of 46 weekly visits per year; 22 group socializations during the year.</p> <ul style="list-style-type: none"> • For Home-Based services for Head Start families, a minimum of one weekly home visit of 1.5 hour's duration over a minimum of 32 weekly visits per year; and 16 group socializations over the course of the year (45CFR 1302.22) • Plan and implement socialization activities in accord with 1302.35(d) 		<p>For home-based families, submit a plan for socialization in accord with the regulation.</p>
<ul style="list-style-type: none"> • Grantee must submit a calendar showing days of planned classroom and/or Home Based service delivery, holidays and vacation periods for the entire year no later than September 20, 2018 unless 	<p>Submit calendar for Head Start and Early Head Start by September 20, 2018</p>	<p>Calendar showing all dates of service, holidays and days of closure with no services.</p>
<p><u>EDUCATION SERVICES AND CHILD DEVELOPMENT</u> <u>45CFR1302.31, 32</u></p>		
<ul style="list-style-type: none"> • Education and child Development services must meet the following: <ul style="list-style-type: none"> a. Teaching and learning environment per 45 CFR 1302.31(a) b. Effective Teaching practices per 45CFR1302.31(b) c. Curricula- must be research-based 		<p>City Staff's on-site visits indicate that Grantee is meeting each of these requirements. Lesson plans and other documentation evidence compliance.</p>
<p><u>Screenings and Assessments 45CFR1302.33</u></p>		
<ul style="list-style-type: none"> • Within 45 days of child's first attendance or home visit and with parents' involvement and consent, obtain a current developmental screening to identify each child's behavioral, motor, social, cognitive and emotional skills 45CFR1302.33 • Plan follow-up services as indicated in all assessments and screenings. 		<p>Documented in child's file/ and ChildPlus data</p>

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> Use research-based developmental standardized tools and follow up in consultation with parents. If eligible for IDEA include parents in work with referrals. 45CFR1302.33 (a)Screening; (b) Assessment for individualization; and (c) Characteristics of Screenings and Assessments. 		Individual children’s documentation included in ChildPlus. Referrals documented and communicated to City Staff.
<ul style="list-style-type: none"> Children’s screening and assessment information must be entered into ChildPlus data system (all other 45 CFR 1302.33 requirements are applicable) 		Weekly or more frequently as prescribed in meetings with City Staff.
Engaging Parents in Educational services 45 CFR 1302.34		
<ul style="list-style-type: none"> Offer opportunities for parents to be involved in education services; ensure parents are welcomed; teachers communicate regularly about routines, activities and child’s behavior; hold at least two parent conferences to assist parents to better understand child’s developmental progress; See 45CFR1302.34 		Document all events involving parents in child’s/family’s file; plans and results of parent conferences maintained for each child. (Agency may use forms developed by City Staff)
Education in Home-Based programs 45 CFR 1302.35		
<ul style="list-style-type: none"> Home visits must be planned with parents; include ongoing assessment using individualized experiences; scheduled appropriately; be age and developmentally appropriate; research-based activities for dual language learners; research-based curriculum for use in home-based programs; parents share in group socialization experiences that are age appropriate; 45 CFR 1302.35 Parents’ involvement in observation of children must be tracked and documented, for at least 20 hours of observation. Curriculum must promote the parent’s role as the child’s teacher; align with the HSELO Framework; have organized developmental scope and sequences; Support staff in effective implementation; 45 CFR 1302.35(d) 		<p>Lesson plans signed off by parent and include identification of their involvement and describe required information. Available for City Staff review at least monthly or more frequently when found non-compliant. Ensure parent signs for weekly meetings and socializations to document participation and involvement.</p> <p>City Staff reviews determine that socializations are well documented, showing parent and child participation and relationship to curriculum issues.</p>

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> Group socializations must be planned jointly with the family, conducted with both child and parent participation and occur in a classroom or other appropriate facility. 45 CFR 1302.22 Consult with City Staff Education Coordinator for assistance 		
HEALTH PROGRAM SERVICES 45CFR1302.40		
<ul style="list-style-type: none"> Children must be provided high quality health, oral health, mental health and nutrition services that are developmentally appropriate and support each child’s growth and school readiness 45CFR 1302.40 The program must obtain prior parental approval for all health and development procedures administered within the program 		Individualized health services and ongoing health follow-up. Document in Child files folder and ChildPlus within the required timeframes.
Child Health Status and Care		
<ul style="list-style-type: none"> Within 30 calendar days of class attendance or the first home visit (in a home-based program) consult with parent to determine whether each child has an ongoing source of professional health care. Determine whether that source maintains an ongoing record of the child’s health care. For those children with no source of ongoing care and no insurance, assist the family as soon as possible in making those connections for the child and family 45CFR1302.42 		Document in Child file folder and ChildPlus; indicate receipt of services within the 30-day timeframe and related follow-up.
<ul style="list-style-type: none"> Within 90 days after a child attends classes or receives a home visit (in a home-based program) determine whether a child is up-to-date on well-child visits and dental periodicity schedules in accord with EPSDT. See this and other requirements at 45CFR1302.42(b). Assist parents in arranging for children found not up to date 		Document in Child file folder and ChildPlus based on the child’s beginning date; indicate receipt of services and related follow-up within 90 days of beginning classes or home visits
<ul style="list-style-type: none"> Within 45 calendar days of beginning classes or home visits Ensure vision and hearing screenings are performed and re- 		

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<p>screenings, as needed are completed within the recommended timeframe. 45 CFR 1302.42(b)(2)</p> <ul style="list-style-type: none"> Agency policies and procedures must address all requirements of 45 CFR 1302.42 		
<ul style="list-style-type: none"> Ensure each child’s nutritional needs are identified including food allergies, and the need for special diets promptly upon identification of need. 45 CFR 1304.42(b)(4) 		Documentation of MDT meeting if needed in Child File and ChildPlus database.
<ul style="list-style-type: none"> See additional requirements at 45 CFR 11304.42(c), (d)and (e) 		Document services and follow-up in child’s file
<p>Oral health practices 45 CFR 1302.43</p>		
<ul style="list-style-type: none"> Assist children with teeth in tooth brushing 45CFR1302.43 Promote good oral hygiene through learning activities, including the habit of regular brushing (Caring for Children Basics) 		Policies and practices must address all requirements of 45 CFR 1302.43. Indicate support provided to each child’s tooth brushing activity.
<p>Child Nutrition 45 CFR 1302.44</p>		
<ul style="list-style-type: none"> Services must be culturally and developmentally appropriate, meet nutritional needs and accommodate the feeding requirements of each child. See 45 CFR1302.44 for additional requirements Grantee must use funds from USDA’s Food, Nutrition and Consumer Services child nutrition programs 45 CFR 1302.44(b); Failure to use these services may result in termination of this contract or refusal to fund future programs to Grantee. Consult with City Staff Health and Nutrition Coordinator for assistance. 		Audits, funding and reviews by Department of Education documenting appropriate use of child nutrition programs. City Staff reviews of nutrition services for compliance with Performance Standards.
<p>Child Mental Health and Social and Emotional Well-being 45 CFR 1302.45</p>		
<ul style="list-style-type: none"> Grantee must provide supports for effective classroom management and positive learning environments; supportive teacher practices; and strategies for children with challenging 		Consult with City Staff’s Mental Health and Disabilities Services Coordinator for assistance in securing mental health services support and

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<p>behaviors and other social, emotional and mental health concerns. 45 CFR 1302.45(a)</p> <ul style="list-style-type: none"> • Secure or participate in City of Oakland’s mental health consultation/ behavioral intervention services, using the schedule/plan provided; establish internal procedures or other community partnerships for increased access to needed services. 45 CFR 1302.45(b) • Obtain parental consent for mental health consultation services at the time of enrollment • Conduct or participate in multi-disciplinary team meetings, • Consult with City Staff Mental Health and Disabilities Coordinator for assistance. 		<p>coordination. Documentation of all services must be maintained in each child’s file. Identify children needed services as soon as possible. Document all services and consultations in child’s file</p>
<p>Family Support Services for Health-related issues 45 CFR 1302.46</p>		
<ul style="list-style-type: none"> • Collaboration with parents is required to ensure their involvement in their child’s well-being and by providing medical, oral, nutrition and mental health education support services • See 45 CFR 1302.46(a, (b) and (c) 		<p>Document all parent educational activities in agency files and ChildPlus Database. City Staff will provide staff support in areas requested by Grantee for ChildPlus data entry. Specific reports will be reviewed and provided for use by Grantee in planning services for children</p>
<p>45 CFR 1302.47 Safety Practices</p>		
<ul style="list-style-type: none"> • Programs must establish, train, implement and enforce a system of health and safety practices that ensure children are kept safe at all times. • Policies and practices ensure all facilities, equipment, and materials, background checks, safety training, safety and hygiene practices and administrative oversight are adequate to ensure child safety. • Ensure all facilities meet licensing requirements; are clean and free of pests; free from pollutants, hazards and toxins that are 		<p>Provide a copy of agency’s safety policies and practices for City Staff’s review no later than September 14, 2018. Policies and practices must address all requirements of 45 CFR 1302.47.</p>

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<p>accessible to children and that they are designed to prevent injury;</p> <ul style="list-style-type: none"> • Children are kept free from hazards that might cause choking, drowning, etc. • Facilities must also be well lit; equipped with safety supplies, including first aid kits and supplies; free from firearms or other weapons; and designed to separate toileting and diapering from food prep areas, cooking, eating or children’s activities • Equipment and materials meet Consumer Product Safety Commission or the American Society for Testing Materials standards. 		
<ul style="list-style-type: none"> • See all other applicable safety standards requirements at 45 CFR 1302.47 for adoption and compliance. • Infants and toddler procedures must adhere to safe sleep and SIDS reduction practices (Caring for our Children Basics) 		<p>Institute practices to test and verify implementation of safety practices with documentation of review(s) in agency files that can be reviewed by City staff. Family files include provision of information on safety practices.</p>
<p>FAMILY AND COMMUNITY ENGAGEMENT PROGRAM SERVICES 45 CFR 1302. 50, 51 52, 53</p>		
<ul style="list-style-type: none"> • Ensure all sections of the regulation are reviewed to determine assigned responsibility. • The City and Grantee will further delineate responsibilities for these services during consultation in July 2018. All agreements will be contained in a letter signed by representatives of both agencies prior to the beginning of program services or no later than August 30, 2018 • Consult with City of Oakland’s Family and Community Engagement Coordinator for advice and assistance. • Delegate agencies must comply with all stated Performance 		<p>Family Support Services activities documented in each family/child’s file. Documentation of partnerships and collaborations with other groups/agencies must be maintained and the use of such for support of children and families must be included in individual child/family files. Letter delineating City Staff and Grantee responsibilities signed by August 30, 2018.</p>

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
Standards.		
ADDITIONAL SERVICES FOR CHILDREN WITH DISABILITIES 45 CFR 1302.60, 1302.61, 1302.62, 1302.63		
<ul style="list-style-type: none"> • 10% of enrollment shall be maintained for children with disabilities, or the percentage assigned by City Staff. • Grantee shall perform Ages and Stages Questionnaire (ASQ-3/ASQ-SE) screening on all enrolled children • Ensure enrolled children with disabilities and their families receive all applicable program services in the least restrictive environment possible and can fully participate in all program activities. • Grantee must plan and implement services for children with disabilities in accord with the requirements of the regulations cited above. • Evidence of consultation and coordination with parents must be incorporated into activities for children with disabilities. 		<p>Enrollment Data includes documentation of 10% enrollees with disabilities.</p> <p>Lesson plans must demonstrate adherence to IEPs or IFSPs and goal-sharing plans for children with disabilities. For children with no diagnosed disability but for whom plans and practices are developed with mental health or speech consultant assistance, lessons plans must show adaptations to accommodate these practices. Evidence reported by Grantee and reviewed and validated by City staff.</p> <p>Provide updated information in ChildPlus on all referrals for these services.</p>
<ul style="list-style-type: none"> • Ensure individualized needs of children with disabilities are met including those eligible for IDEA services as well as all others. • Provide needed modifications to the environment, multiple and varied formats for instructions. • Reasonably accommodate assistive equipment for participants. • All children with disabilities must be protected from discrimination and provided services under section 504 of the Rehabilitation Act and the Americans with Disabilities Act. Consult with City Staff disabilities Coordinator for further support/advice. 		<p>Strict adherence to the required activities as required by an IEP, IFSP or speech therapist documented in each child's plan is evident in lesson plans and program activities as reviewed <u>during City Staff on site visits.</u></p>
TRANSITION SERVICES 45 CFR 1302.70, 71 and 72		
Early Head Start 45CFR1302.70		

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> At least six months prior to each child’s third birthday, implement transition planning that: considers the developmental level, health and disability status, progress made by the child and family while in Early Head Start. Consult with families in development of the plan 		Plan for each child available for review at least <u>six months prior to the child’s third birthday</u> . Plan documents rationale and basis decisions about transition in accord with cited Performance Standards. Evidence of coordination with families must be included in documented plans.
Head Start 45CFR1302.71		
<ul style="list-style-type: none"> Programs that serve children who will enter kindergarten in the following year must implement transition strategies to support successful transitions.1302.71(a) 		Plan for each child available for review
<ul style="list-style-type: none"> <u>Family collaborations</u>: implement strategies that help parents advocate for and promote successful transitions including those identified in section (2) (i), (ii) (iii) and (iv) of this section of the regulations 1302.71(b) (1) and (2) 		Plan includes parent participation and approval
<ul style="list-style-type: none"> <u>Community Collaborations</u>: Programs must collaborate with local education agency (LEA) to support family engagement under section 642(b)(13) of the Head Start Act, State Department of Education as appropriate, to implement strategies and activities that promote successful transitions. 1302.71(c)(1), (2) and (3). 		Evidence of collaboration with LEA
<ul style="list-style-type: none"> <u>Learning Environment Activities</u>: Programs must implement strategies and activities that promote successful transitions, including at a minimum, approaches that familiarize children with the transition process. 1302.71(d) 		
<ul style="list-style-type: none"> <u>Transition for children with IEPs and IFSPs</u>: Programs must provide additional transitional services for children with IEPs and IFSPs. 1302.71(d) and (e) and 1302.61(c)(2) 		Documentation Included in ChildPlus
Transitions Between Programs 45CFR 1302.72		

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> For families and children who move out of the community, including homeless families and foster children, undertake effort to support effective transition to other Early Head Start or Head Start programs. If such programs are not available, assist the family to identify another early childhood program that meets their needs. 1302.72(a) 		Documented in child/family file
<ul style="list-style-type: none"> Undertake strategies and activities for children whose families have transitioned them to other early education programs in the year prior to kindergarten as described in 1302.71. 1302.72(b) 		
<p>Services to Enrolled Pregnant Women 45 CFR 1302.80, 81 and 82</p>		
<ul style="list-style-type: none"> If your program serves pregnant women as enrollees in Early Head Start, each of the cited regulations in this section must be implemented. Refer to the performance standards to plan compliance. 		Documented in family file and ChildPlus database. agency procedures, policies and practices must address all requirements of 45 CFR 1302.80
<p>Human Resources 45 CFR 1302.90,91, 92, 93 and 94</p>		
<p>Personnel Policies 45 CFR 1302.90</p>		
<ul style="list-style-type: none"> Programs must have written personnel policies and procedures for all staff. 1302.90(a) Programs must comply with state licensing requirements for background checks before all staff are employed 1304.90 (b) 		Provide a copy to City Staff by September 21, 2018
<ul style="list-style-type: none"> Before hire, directly or through contract, a program must conduct an interview, verify references. conduct sex offender registry check and obtain one of the following: <ul style="list-style-type: none"> a) State criminal history records, including fingerprint checks, or b) Federal Bureau of Investigation criminal history records, including fingerprint checks. 		Contained in agency files

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> • <u>Within 90 days of hire</u>, programs must complete background check process and obtain a child abuse and neglect check from state registry and whichever check is secured in a) or b) above. 		
<ul style="list-style-type: none"> • Complete the process in accord with 1302.90(3) through (6) 		
Standards of conduct 45 CFR 1302.90 (c)		
<ul style="list-style-type: none"> • Ensure all staff, consultants, Grantees and volunteers abide by the program’s standards of conduct that must include each of the items cited at 1302.90 (c) (i)-(v) 		Include in Personnel Policies to be provided to City Staff
<ul style="list-style-type: none"> • Personnel Policies and procedures must include appropriate penalties for staff, consultants, and volunteers who violate the standards of conduct.1302.90(2) 		Include in Personnel Policies to be provided to City Staff.
<ul style="list-style-type: none"> • Grantee staff, and program consultants must meet the dual language learning provisions of performance standards at 1302.90(d) (1) and (2) 		Show language capabilities of staff in listing
Staff Qualifications and Competency Requirements 45 CFR 1302.91		
<ul style="list-style-type: none"> • Grantee’s staff and consultants engaged in the delivery of services must have sufficient knowledge, training and experiences and competencies to perform assigned roles and responsibilities. • Early Head Start center-based staff must have a minimum of a Child Development Associate (CDA) credential or comparable credential and have been trained or have equivalent coursework in early childhood development with a focus on infant and toddlers. • Head Start center–based teachers must have at least an associate or bachelor’s degree in child development or early childhood education, equivalent coursework. • Home Visitors must have a minimum of a home-based CDA credential or equivalent coursework as part of an associate’s or 		Documented in staff files that shall be available for City Staff review on request.

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
bachelor's degree and, demonstrate competency to plan and implement home-based learning experiences.		
45 CFR 1302.92 Training and Professional Development		
<ul style="list-style-type: none"> Grantee must assure that staff participate in on-going professional development in accord with the provisions of this part and/or have staff participate in training provided by City Staff. 		City Staff will provide a calendar of all planned <u>training in which Grantee staff may participate.</u>
45 CFR 1302.93 Staff Wellness		
<ul style="list-style-type: none"> A program must make mental health/wellness information available to staff and/or coordinate with City of Oakland to ensure this information is available to staff. 		
45 CFR 1302.94 Volunteers		
<ul style="list-style-type: none"> Regular volunteers must be screened for appropriate Communicable diseases as required by state law. Volunteers are defined as anyone who works with the program at least 10 days per month. Children may not be left alone at any time with volunteers. 		Files document appropriate screening for all <u>regular volunteers.</u>
45 CFR 1302.100 PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT		
<ul style="list-style-type: none"> Grantee must conduct ongoing oversight and monitoring of all contracted areas to ensure quality services are provided to all enrolled children and families covered by this agreement. To provide further understanding and accountability, City Staff and Grantee staff shall meet at the beginning of the year to review the scope of work and other terms of this agreement, dates for reporting and other compliance issues and results anticipated. 	<u>At least monthly</u> <u>Within 10 days of receipt of the contract</u>	Documentation of review and oversight by agency with plans for corrective action when <u>problems are identified.</u> Summary of agreements documented in written letter from City Staff to agency resulting from meeting within 15 days of the <u>meeting.</u>

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> • Grantee must provide City staff and designees access to files and other documentation related to children and families served under this contract during monitoring or other visits. 		
PROGRAM GOALS 45 CFR 1303.102		
<ul style="list-style-type: none"> • The City Staff will identify the program goals for its Head Start programs and work with Grantee to identify how goals will be met for children and families enrolled under this agreement • City Staff will conduct monitoring of Grantee’s program at least monthly to ensure compliance and provide Quality Control Report (QCR) to assigned point person. Corrective action plan from Grantee is required within 5 days of receipt of QCR. 	<p>Within 10 days of <u>receipt of the contract</u></p> <p>Monthly site visits unless serious issues arise. More frequent visits to assist with <u>corrective action</u></p>	<p>Summary of agreements in a written letter <u>from City Staff to agency</u></p> <p>City of Oakland staff will meet monthly with Grantee staff to discuss progress and identify <u>areas for improvement.</u></p> <p>Written correspondence QCR detailing findings and <u>corrective action required.</u></p>
REPORTS AND DOCUMENTS		
<ul style="list-style-type: none"> • Grantee will provide the following reports and other information on the stated due date: <ul style="list-style-type: none"> ○ Grantee Personnel for all staff assigned to this contract and updated as necessary ○ Program Master operations calendar with all non-service dates ○ Grantee generated Child Plus Reports ○ Attendance Sheets (Sign-in/Sign-out sheets) ○ Any reports regarding agency staff or volunteer compliance issues with federal, state or local laws 	<p>Prior to beginning of contract but no later <u>than August 30, 2018</u></p> <p>5th of the month for previous month</p> <p>Monday of each week <u>for the prior week</u> Within 24 hours of <u>occurrence</u></p>	<p>Submit to Head Start Central Office, Attention: Program Manager</p>

<u>TASKS</u>	<u>TIMELINE</u>	<u>DOCUMENTATION OF PERFORMANCE</u>
<ul style="list-style-type: none"> • Grantees must ensure that Insurance and bonding is secured in adequate amounts to meet the requirements of the regulation. • All agencies must establish procedures to protect the privacy of records in accord with provisions of 45 CFR 1303.20-24 		Provide evidence of coverage

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

Contractor: Oakland Unified School District

Signature

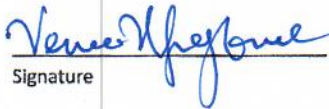


Date

1/28/2019

City Representative: Dr. Veronica Ufoegbune, City of Oakland Head Start Director

Signature



Date

1/28/2019

Combined Grants Schedules



Business Name _____ Phone _____ Email _____
 Address _____ City _____ State _____ Zip _____ 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)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to item “a” above)	
(5) Number of trainees in your company?	
(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.	

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) _____

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input 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 type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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:** _____

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:** _____

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: _____ **Title:** _____

Signature: _____ **Date:** _____

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 _____



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: _____

Signed: _____

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

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 Dr. Veronica Ufoegbune Phone 510-238-7186 Project Spec No. N/A
Department Human Services Contract/Proposal Name GA Between COO and OUSD

This is an [checked] 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 _____

Date ____/____/____

Print Name of Signer _____

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.

Company Name

Signature of Authorized Representative

Address

Type or Print Name

Area Code


Phone

Date

Type or Print Title

Instructions for Certification A

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department/agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
7. The prospective primary participant further agrees by submitting this proposal that it will included the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, to all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals.
9. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Northern California ReLIEF		CERTIFICATE OF COVERAGE			Issue Date 9/7/2017
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-636-6760 www.keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607		ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLIEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDERS RISK	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> IWC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
A	OTHER Sexual Abuse/Molestation	NCR 01711-09	7/1/2017 7/1/2018	\$ \$	1,000,000 Each Occurrence
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to the grant agreement between the City of Oakland and Oakland Unified School District for the Head Start Program through the coverage expiration date.					
CERTIFICATE HOLDER: City of Oakland Head Start Program Attn: Usana Hopkins 150 Frak H. Ogawa Plaza, Ste. 5352 Oakland CA 94612			CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/PA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/PA, ITS AGENTS OR REPRESENTATIVES.  John Stephens AUTHORIZED REPRESENTATIVE		

DISCLAIMER

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

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-09	ADMINISTRATOR Keenan & Associates
---	--	---

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Oakland
Head Start Program
Attn: Usana Hopkins
150 Frank H. Ogawa Plaza, Ste. 5352
Oakland CA 94612

As Respects:

As respects to the grant agreement between the City of Oakland and Oakland Unified School District for the Head Start Program through the coverage expiration date.

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Covered Party.

Authorized Representative

Issue Date: 9/7/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660		CONTACT NAME: Afi Alameddine PHONE (A/C No. Ext.): 949-680-5927 FAX (A/C No.): 949-756-2713 E-MAIL ADDRESS: Afi.Alameddine@alliant.com	
INSURED OAKLUNI-01 Oakland Unified School District 1000 Broadway Street Oakland CA 94607		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New York Marine & General Ins	NAIC # 16808
		INSURER B: State National Insurance Co.	NAIC # 12831
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1645806591** **REVISION NUMBER:**


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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR DSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$																	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$																	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC2017EPP00296	7/1/2017	7/1/2018	<table border="1"> <tr> <td>PER STATUTE</td> <td>X</td> <td>OTH-ER</td> <td>\$2,000,000**</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$1,000,000**</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$1,000,000**</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$1,000,000**</td> </tr> </table>	PER STATUTE	X	OTH-ER	\$2,000,000**	E.L. EACH ACCIDENT			\$1,000,000**	E.L. DISEASE - EA EMPLOYEE			\$1,000,000**	E.L. DISEASE - POLICY LIMIT			\$1,000,000**
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E.L. DISEASE - POLICY LIMIT			\$1,000,000**																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RETENTION: \$2,500,000		Y	NDE-0884507-17	7/1/2017	7/1/2018	Workers Compensation Employers' Liability Statutory \$1,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Pol #WC2017EPP00296, Insured Specific Retention \$500,000

Evidence of Coverage Only. Subject to policy terms, conditions and exclusions.

As respects the Grant Agreement between the City of Oakland and Oakland Unified School District for the Head Start Program from August 21, 2017 through June 30, 2018. Waiver of Subrogation applies.

CERTIFICATE HOLDER City of Oakland, Head Start Program Attn: Ailsa Burton 150 Frank H. Ogawa Plaza, Ste. 5352 Oakland CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **July 1, 2017** at **12:01 A.M.** standard time, forms a part of
(DATE)

Policy No. **WC2017EPP00298** of the **New York Marine & General Insurance Co.**
(NAME OF INSURANCE COMPANY)

issued to **Oakland Unified School District**

Premium (if any) \$ **N/A**



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As required by written contract for the above insured,
to issue throughout the policy period.

All work is to be completed in the state of California.

This waiver will expires July 1, 2018.

Typist: Strike out third sentence if in applicable.