

Board Office Use: Legislative File Info.	
File ID Number	24-1853
Introduction Date	12/11/2024
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Joseph Blasher, Principal, Castlemont High School

Meeting Date August 14, 2024

Subject Construction Trades Workforce Initiative at Castlemont High School

Ask of the Board Ratification by the Board of Education of a Services Agreement - 2024-2025 - between the District and Construction Trades Workforce Initiative, Oakland, CA, for the latter to develop and facilitate educational workshops for school/district leaders, key staff members, students and families designed to expand the awareness and interest in the Building & Construction Trades (BCT) Program at Castlemont High School. Within this 2nd year, implement a construction pre-apprenticeship class for the period of March 1, 2024 through September 30, 2026 in an amount not to exceed \$400,001.00.

Background Castlemont High School's Sustainable Urban Design Academy has explored the need and desire to provide as many post-secondary options as possible. Construction Trades Workforce Initiative and Castlemont High School have collaborated to provide equitable options for our graduates in addition to 2-year, 4-year, and CTE programs. Construction Trades Workforce Initiative provides a pre apprenticeship program that will teach youth about trades, unions, and the labor landscape related to construction trades. This partnership will provide opportunities for the economic mobility of our students and the community as a whole.

Fiscal Impact Total amount not to exceed \$400,001.00.

Attachment(s)

- Construction Trades Workforce Agreement



NO COST SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“GRANTOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “GRANTOR INDIVIDUAL” includes (to the extent they exist): GRANTOR Board members, officers, trustees, and directors; GRANTOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under GRANTOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** GRANTOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.** GRANTOR agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that GRANTOR may impose certain costs on families and students but only as permitted in **Exhibit A**.
4. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to GRANTOR’s provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to GRANTOR to suspend this AGREEMENT, in which case GRANTOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate GRANTOR for the SERVICES satisfactorily provided through the date of suspension.
5. **Termination.** Upon termination consistent with this Paragraph (Termination), GRANTOR shall provide OUSD with all materials produced, maintained, or collected by GRANTOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to GRANTOR. OUSD shall compensate GRANTOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. GRANTOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall

contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. GRANTOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of GRANTOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to GRANTOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. GRANTOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate GRANTOR for the SERVICES satisfactorily provided through the date of termination.

6. Data and Information Requests.

- a. GRANTOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. GRANTOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to GRANTOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when GRANTOR's programs and school site(s) change (either midyear or in subsequent years), GRANTOR shall promptly update the information in the database.

7. Confidentiality and Data Privacy.

- a. OUSD may share information with GRANTOR pursuant to this AGREEMENT in order to further the purposes thereof. GRANTOR and GRANTOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as

- “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. GRANTOR understands that student data is confidential. GRANTOR or GRANTOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after GRANTOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if GRANTOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if GRANTOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should GRANTOR or GRANTOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, GRANTOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
8. **Copyright/Trademark/Patent/Ownership.** GRANTOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by GRANTOR in connection with the SERVICES performed under this AGREEMENT. GRANTOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with GRANTOR’s prior written consent, use GRANTOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
9. **Alignment and Evaluation.**
- a. GRANTOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate GRANTOR or GRANTOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of GRANTOR or GRANTOR INDIVIDUALS, and (ii) announced and unannounced observance of GRANTOR or GRANTOR INDIVIDUALS.
10. **Inspection and Approval.** GRANTOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed

including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. OUSD reserves the right to direct GRANTOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

11. **Equipment and Materials.** GRANTOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
12. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
13. **Status.**
 - a. This is not an employment contract. GRANTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If GRANTOR is a natural person, GRANTOR verifies all of the following:
 - (i) GRANTOR is free from the control and direction of OUSD in connection with GRANTOR's work;
 - (ii) GRANTOR's work is outside the usual course of OUSD's business; and
 - (iii) GRANTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If GRANTOR is a business entity, GRANTOR understands and agrees that it and any and all GRANTOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. GRANTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to GRANTOR INDIVIDUALS. GRANTOR verifies all of the following:
 - (i) GRANTOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) GRANTOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and GRANTOR is in writing;
 - (iv) GRANTOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires GRANTOR to have a business license or business tax registration;

- (v) GRANTOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) GRANTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) GRANTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) GRANTOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) GRANTOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) GRANTOR can negotiate its own rates;
- (xi) GRANTOR can set its own hours and location of work; and
- (xii) GRANTOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. **Qualifications, Training, and Removal.**

- a. GRANTOR represents and warrants that GRANTOR and all GRANTOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. GRANTOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. GRANTOR represents and warrants that all GRANTOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. GRANTOR agrees to immediately remove or cause the removal of any GRANTOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide GRANTOR with a basis or explanation for the removal request.

15. **Certificates/Permits/Licenses/Registration.** GRANTOR shall ensure that all GRANTOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** GRANTOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars

(\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against GRANTOR. The policy shall protect GRANTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Workers' Compensation Insurance. GRANTOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

17. **Testing and Screening.**

- a. Tuberculosis Screening. GRANTOR shall ensure that all GRANTOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a GRANTOR INDIVIDUAL, that GRANTOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that GRANTOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, GRANTOR shall obtain an x-ray of the lungs. GRANTOR, at its discretion, may choose to submit a GRANTOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Fingerprinting/Criminal Background Investigation. For all GRANTOR INDIVIDUALS providing the SERVICES, GRANTOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. GRANTOR confirms that no GRANTOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. GRANTOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this

subparagraph, GRANTOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. Incident/Accident/Mandated Reporting.

- a. GRANTOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. GRANTOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. GRANTOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a GRANTOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, GRANTOR agrees to inform that GRANTOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Health and Safety Orders and Requirements; Site Closures.

- a. GRANTOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, GRANTOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that GRANTOR becomes unable to do so, GRANTOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, GRANTOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that GRANTOR becomes unable to do so, GRANTOR shall immediately inform OUSD in writing.
- d. GRANTOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

20. Conflict of Interest.

- a. GRANTOR and all GRANTOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. GRANTOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.

- b. GRANTOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between GRANTOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, GRANTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event GRANTOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, GRANTOR agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** GRANTOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
23. **Indemnification.**
 - a. To the furthest extent permitted by California law, GRANTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of GRANTOR's performance of this AGREEMENT. GRANTOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to GRANTOR arising out of the performance of this AGREEMENT. GRANTOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at GRANTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that GRANTOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless GRANTOR and GRANTOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend GRANTOR and GRANTOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
24. **Audit.** GRANTOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. GRANTOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. GRANTOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to GRANTOR and shall conduct audit(s) during GRANTOR'S normal business hours, unless GRANTOR otherwise consents.
25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, GRANTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, GRANTOR agrees to require like compliance by all its subcontractor (s). GRANTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, GRANTOR, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
27. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. **Assignment.** The obligations of GRANTOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

29. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. GRANTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the

receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If GRANTOR is doing business with OUSD for the first time, GRANTOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), GRANTOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. GRANTOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
41. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

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

VENDOR

Name: Beli Acharya

Signature: 

Position: Executive Director

Date: May 29, 2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

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

Name: Kyla Johnson-Trammell

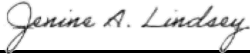
Signature: _____

Position: Superintendent

Date: _____

Approved as to form by OUSD Legal Counsel

Name: Jenine Lindsey

Signature: 

Date: 05/24/24

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Constructions Trades Workforce Initiative

1. **Services.** Describe the SERVICES VENDOR will provide:

The agreement between CTWI and OUSD is for the implementation of the Project Spark Plug MC3 Pre-Apprenticeship Program at Castlemont High School (the Castlemont MC3 Program).

FEDERAL AWARD SUBRECIPIENT AND SUBAWARD INFORMATION

A subaward means an award provided by a Pass-Through Entity (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. CTWI will serve as the PTE, and the OUSD will be the subrecipient.

1. Subrecipient Name	Oakland Unified School District
2. Subrecipient's unique entity identifier	Partner to provide UEI number
3. Federal Award Identification Number (FAIN)	24A60CP000211
4. Federal Award Date	12/13/2023
5. Subaward and Budget Period of Performance Start and End Date	3/1/2024 - 9/30/2026
6. Total amount of federal funds obligated to the subrecipient	\$400,001
7. Federal award project title	Establish a comprehensive Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program with Oakland Unified School District
8. Name of Federal awarding agency	ETA Office of Grants Management
9. Name of pass-through entity	Construction Trades Workforce Initiative 7750 Pardee Ln. Ste 100 Oakland, CA 94621-1492
10. Contact information for awarding official of the Pass-through entity	Beli Acharya Executive Director Beli@ctwi-btca.org 646-338-7367

11. Assistance Listings Number	17.289
12. Assistance Listings Title	Community Project Funding/Congressionally Directed Spending
13. Is the award research and development (R&D)?	No

PROJECT SCOPE OF WORK

OVERALL PROJECT DESCRIPTION

CTWI has applied for and received funds, FY 2023 Community Project Funding/Congressionally Directed Spending, from the United States Department of Labor Employment and Training Administration. CTWI wishes to engage the subrecipient to assist the Grantee in utilizing such funds for this program.

Project Spark Plug will develop a skilled and local workforce pipeline in Oakland to enable us to meet the infrastructure demands of our area, while also creating entry points for diverse youth and socio-economically disadvantaged residents in Oakland to access high paying, quality careers. OUSD and CTWI seek to develop an MC3 pre-apprenticeship program at Castlemont High School to educate, train and connect high school students in Oakland to career opportunities in the unionized construction trades. The project will leverage CTWI's robust industry relationships, creating an immersive learning ecosystem that will connect our students to construction employers and union apprenticeship programs and open avenues for employment post-graduation in this high need sector. Simultaneously, CTWI and the Alameda Building Trades Council will develop a Construction Math Test Prep program to support adult Oakland residents to prepare for apprenticeship exams and applications. Project Spark Plug will allow us to make a tangible difference in the local community and boost employment outcomes for Oaklanders by giving them the tools they need to enter the unionized construction trades in a role that will benefit our entire community.

PARTNERS INVOLVED

The partnership involved in this Project are:

- Construction Trades Workforce Initiative
- Oakland Unified School District
- Castlemont High School
- PG&E
- Building and Construction Trades Council of Alameda County (BTCA)

TARGET POPULATION AND PARTICIPANT ELIGIBILITY

The target populations to be served through this project fall under the following categories. Eligibility requirements for each target population are described: Disadvantaged Youth: 14-24 years old and meets the low income eligibility requirement.; Low-Income: Residents of low-income communities or low-income households, as defined by California Department of Housing and Community Development's (HCD) 2022 State Income Limits.;

Ethnic/Underrepresented Minorities: Refers to Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color.; Enrolled OUSD student.

PERFORMANCE MEASURES AND TARGET OUTCOME GOALS

The partnership will work closely together to meet the following performance measures and target outcome goals.

Performance Measure	Outcome
Qualitative Performance Measures	
1. OUSD adopts the MC3 Pre-Apprenticeship Curriculum and utilizes it to teach students about the construction trades	
Quantitative Performance Measures	
Project Spark Plug Outcomes	
1. Total number of participants enrolled in Project Spark Plug MC3 and/or test prep programs	90
2. Total number of enrolled participants who complete Project Spark Plug MC3 and/or test prep programs:	66
3. Total number of Project Spark Plug program graduates that get placed into employment (including registered apprenticeship programs) or in secondary education (including university, community college, adult school, adult workforce training program):	30
MC3 Pre-Apprenticeship Program at Castlemont High School Outcomes	
1. Out of the total number enrolled in Project Spark Plug, total number of eligible participants enrolled in the MC3 Pre-Apprenticeship Program at Castlemont High School	60
2. Total number of participants who earn industry skill certifications	48
3. Total number of participants who complete MC3 training (Completion means meeting the 120 hour minimum MC3 curriculum):	48
4. Total number of participants who fulfill A-G High School graduation requirements	48
Oakland Construction Math Test Prep Class Outcomes:	
1. Out of the total number enrolled in Project Spark Plug, total number of eligible participants enrolled in the Oakland Construction Math Test Prep Class	30
2. Total number of participants who pass a construction entrance exam	18
3. Total number of participants who complete the Test Prep Class:	18
Train the Trainer Measures for Project Spark Plug:	
1. Total number of project instructors/key staff who are enrolled in professional development activities	5
2. Total number project instructors/key staff who are complete the professional development participants	5

WORK PLAN

The partnership will work closely together to meet the following work plan. The Partner’s specific work plan is enclosed as Attachment A.

Work Plan: Project Spark Plug						
Project Goal	Related Goal Activities	Responsible Project Staff or Partner	Milestones	Final (or Mid) Deliverables and Outcomes	Time frame	Expected Completion Date
Goal 1						
Establish the MC3 Pre-apprenticeship Program at Castlemont High School	Activity 1: Formalizing the Partnership between OUSD, CTWI, North American Building Trades Union (NABTU) and the Alameda Building Trades	CTWI Team and Castlemont MC3 Program Team	Milestone 1: Completion of comprehensive MC3 program implementation plan	Approved as an official MC3 Pre-Apprenticeship Program Implementation plan ready for execution, outlining each stage of the program	Throughout Year 1	Y1Q3
	Activity 2: Integrate the MC3 curriculum into Castlemont’s established courses and academies and ensure alignment with A-G High school graduation requirements	CTWI Team and Castlemont MC3 Program Team	Milestone 2: Curriculum updated to incorporate MC3 components Completion of professional development and workshops	Adoption of new curriculum by Castlemont that complies with A-G High school graduation requirements Increased understanding and interest in the MC3 program among instructors, students, staff, and families	Throughout Year 1	Y1Q4
	Activity 3: Outreach and Recruitment of targeted populations to enroll in program	CTWI Team and Castlemont MC3 Program Team	Milestone 3: Development of marketing collateral and facilitation of informational workshops for students on MC3 Program	Active student participation and completion of the MC3 class, providing them with industry-standard skills and certifications	Throughout Year 1 and Year 2	Y2 Q1
	Activity 4: Identify and train Castlemont instructors, through the train-the-trainer model, on how to effectively teach the MC3 curriculum.	CTWI Team and Castlemont MC3 Program Team	Milestone 4: Development of Professional Development Materials	Participation of 4 instructors in professional development	Throughout Year 1	Year 1 Q4

Goal 2	Related Goal Activities	Responsible Project Staff or Partner	Milestones	Final (or Mid) Deliverables and Outcomes	Timeframe	Expected Completion Date
Launch the Pilot MC3 Pre-Apprenticeship Program at Castlemont High School	Activity 1: Implement the MC3 Pre-Apprenticeship Curriculum	CTWI Team and Castlemont MC3 Program Team	Develop employment placement partnerships and student individual education plans	Enroll 60 students in the MC3 Pre-Apprenticeship Program	Throughout Year 2&3	Year 3 Q4
	Activity 2: Actively place students into employment, including apprenticeships and post secondary education through collaborative partnerships with local businesses and trade organizations	CTWI Team and Castlemont MC3 Program Team	Students graduate from the program and receive industry recognized certifications	48 students will earn industry recognized certifications, earn MC3 certification, and will fulfill A-G High School Graduation requirements	Throughout Year 2 & 3	Year 3 Q4
Goal 3						
Implement the Math and Mechanical Test Prep Program in Oakland.	Activity 1: Develop and provide Math and Mechanical Test Prep curriculum and material.	CTWI	Milestone 1: Completion of comprehensive test prep curriculum	Comprehensive and effective curriculum material ready for execution, tailored to address the rigors of industry exams	Throughout Year 1 & 2	Year 2, Q1
	Activity 2: Provide training and professional development to instructor	CTWI	Milestone 2: Completion of professional development sessions and workshops for instructor	Participation of 1 instructor in training and professional development	Throughout Year 1 & 2	Year 2, Q1
	Activity 3: Conduct outreach and educational workshops to employers to develop placement partnerships with industry partners.	CTWI, Alameda Building Trades Council	Milestone 3: Complete 3 workshops to employers to develop placement partnerships	Engagement of 5-20 employers in workshops and outreach activities	Throughout Year 2 & 3	Year 2, Q3
	Activity 4: Outreach and recruit students to join class	CTWI	Milestone 4: Develop marketing and	Enrollment of 30 students in test prep class	Throughout Year 2 & 3	Year 3, Q4

Goal 4	Related Goal Activities	Responsible Project Staff or Partner	Milestones	Final (or Mid) Deliverables and Outcomes	Timeframe	Expected Completion Date
Employment Placement of Project Spark Plug Graduates	Activity 1: Work with industry partners to educate and connect them to program graduates	CTWI, Alameda Building Trades Council	Milestone 1: Contractors utilize CTWI Placement Protocol, Resources and Materials	30 students will be placed into employment (including registered apprenticeship programs) or in secondary education (including university, community college, adult school, adult workforce training program)	Throughout Year 2 & 3	Program End
Goal 5	Related Goal Activities	Responsible Project Staff or Partner	Milestones	Final (or Mid) Deliverables and Outcomes	Timeframe	Expected Completion Date
Monitor, evaluate, and refine the MC3 Pre-Apprenticeship Program & Construction Math Test Prep class to ensure continuous improvement and increase post-graduation career placements.	Activity 1: Review outcomes from the Pilot MC3 Program & Construction Math Test Prep class and provide programmatic support for refinements.	CTWI Team	Milestone 1: Completion of a comprehensive review of Pilot MC3 Program & Construction Math Test Prep outcomes	Report on program outcomes with recommendations for curriculum modifications, improving program quality and effectiveness.	Begin Year 2 Q4, then quarterly	Project End
	Activity 2: Enhance post-graduation pathways and individual education plans for better career navigation for students.	CTWI Team, Alameda Building Trade Council, Castlemont MC3 Program Team	Milestone 2: Successful enhancement and execution of post-graduation career pathways and individual education plans.	More students securing careers in trades or trades-related fields post-graduation.	Begin Year 2, Q4	On-Going
	Activity 3: Track, collect and report student outcome data and support school staff with case management of program graduates.	CTWI, Castlemont MC3 Teams	Milestone 3: Comprehensive data report produced with student outcomes	Comprehensive report on student outcomes, with analysis and recommendations for further improvements in the program.	Begin Year 2, Q1	On-Going

ROLES

Both CTWI and OUSD will perform the following tasks:

- Year 1:
 - Identify existing assets and resources needed for MC3 program
 - Develop program development timeline for Years 1 and 2
 - Develop pacing guide
 - Co-lead student and family learning workshops introducing union trades and MC3 program to school staff, students, and families
 - Meet monthly to discuss deliverables
 - Submit reports and invoices
- Year 2:
 - Mapping post-completion pathways for MC3 participants
 - Meet monthly at minimum to discuss student and program needs and status
 - Record and maintain student data (enrollment, trade interests, and outcomes)
 - Support placement into union apprenticeship of MC3 graduates
 - Co-lead student and family learning workshops introducing union trades and MC3 program to school staff, students, and families
 - Meet monthly to discuss deliverables
 - Submit reports and invoices
- Year 3: Same deliverables as Year 2, in addition to:
 - Secure grant funds to maintain program

OUSD will perform the following tasks:

- Year 1:
 - Determine MC3 pathway structure and course eligibility
 - Develop job description for all positions
 - Hire and/or train CTE instructor
 - Allocate classroom and hands-on workshop spaces
 - Purchase tools, equipment, and/or supplies
 - Identify eligible students
 - Add MC3 program to class catalog
 - Promote class with students
 - Recruit a sufficient number of students to ensure a full first-year cohort
- Year 2:
 - Provide primary instruction
 - Provide career counseling on union construction pathways
 - Provide transportation to off-site visits
 - Purchase tools, equipment, and/or supplies
 - Pay for student certificates (\$100/graduate paid to North America's Building Trades Unions)
- Year 3: Same deliverables as Year 1 and Year 2.

CTWI will perform the following tasks:

- Year 1:
 - Provide professional development on MC3 curriculum and Bay Area union construction landscape for school staff, including guidance counselors

- Provide written guidance materials and templates for program development, instructional materials, student resources, and data collection
- Coordinate field trips to training centers and/or adult community-based MC3 programs for staff
- Coordinate MC3 certification for program with Trades Futures
- Establish or strengthen relationships with local and regional union apprenticeship programs
- Year 2:
 - Provide in-class workshops on specialty topics
 - Coordinate hands-on trainings, guest speakers, and/or visits to training centers for students
 - Promote program with construction unions, training centers, and contractors
 - Continue to provide professional development for school staff
 - Introduce Personal Employment Plans (PEP) to students and guidance counselors
 - Coordinate MC3 certificates for students with Trades Futures and Building Trades Council
- Year 3: Same deliverables as Year 2, in addition to:
 - Leverage applicable Project Labor Agreements (PLAs) to identify opportunities for MC3 graduates and recommend MC3 program modifications to meet labor market demand

AWARD TERMS AND CONDITIONS

FEDERAL AWARD TERMS AND CONDITIONS

The Terms and Conditions of the federal award are included as Attachment B. The provisions of the terms and conditions apply to CTWI as the recipient and the Partner as the subrecipient.

SUBAWARDS

A subaward means an award provided by a Pass-Through Entity (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

SUBAWARD AMOUNT AND BUDGET

The total grant amount awarded to OUSD shall not exceed \$400,001. OUSD's approved budget, expenditures, and expenditure plan are attached in this MOU as Attachments C and D.

OUSD shall adhere to the approved budget and expenditure guidelines provided by CTWI. Any changes to the budget will require a request for modification and prior approval from CTWI.

INDIRECT COSTS

OUSD cannot claim indirect costs.

INVOICING

Project expenses will be paid on a reimbursement basis. OUSD shall submit invoices and necessary documentation to CTWI for project expenses as outlined in the approved budget. Invoices shall be submitted on a monthly basis, within 15 calendar days of the end of the invoicing period. CTWI shall make payment within 45 calendar days after receipt of the billing. OUSD agrees to maintain all necessary documentation including invoices, receipts, proof of payments, etc. OUSD also agrees to quarterly finance reviews and check-in meetings with CTWI.

EQUIPMENT

OUSD must submit a request to purchase equipment and receive **prior approval** from CTWI and the Grant Officer as defined in the Uniform Guidance at 2 CFR 200.1. A request to purchase equipment will be reviewed and approved in a modification to the award. Prior approval is required only when the per unit's acquisition cost is \$5,000 or more regardless of the non-Federal entity's capitalization threshold. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Being awarded this grant **does not** automatically mean that the equipment specified in the approved budget or SOW is approved by the Grant Officer. The recipient must submit a detailed list describing the planned purchases to the FPO for review within 90 days of the NOA date. Recipients are strongly encouraged to submit requests to purchase equipment as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow-up activities), whichever comes first. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item will be rescinded.

PRE-AWARD COST

All costs incurred by OUSD prior to the start date specified in the grant award issued by the Department are incurred at the recipient's own expense.

TRAVEL

Travel is only allowed as it is included in the approved line-item budget.

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

TRAVEL – FOREIGN

Foreign travel is not allowable except with prior written approval from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. All travel, both domestic and

Grant Officer approved foreign travel, must comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

TRAVEL – MILEAGE REIMBURSEMENT RATES

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

PROJECT RECORD RETENTION

OUSD shall preserve all financial records, supporting documents, statistical records, and other records associated with this Agreement and the Project for a minimum of four (4) years after the term of this grant is completed.

PROPERTY MANAGEMENT PROCEDURES

CTWI shall establish, maintain, and adhere to procedures for property management in strict compliance with applicable federal fund regulations. These procedures should encompass the acquisition, utilization, maintenance, and disposal of any assets or resources related to the activities outlined in this agreement. Both parties agree to collaborate and ensure full compliance with federal fund regulations in the development and implementation of these property management procedures.

REPORTING

OUSD shall submit quarterly narrative and data reports to CTWI for status updates on project activities and progress towards performance measures. Reports shall be submitted on a quarterly basis, within 25 calendar days of the end of the reporting period. CTWI will provide training and templates for quarterly reporting.

EVALUATION, DATA, AND IMPLEMENTATION

OUSD must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

Creating and submitting invoices and narrative reports: OUSD is required to generate invoices and narrative reports that accurately and comprehensively capture information aligned with the agreed-upon performance measures. These invoices and reports must be submitted upon request. It is important to note that payment will be contingent upon OUSD providing the invoices and narrative reports.

Collecting, maintaining, and tracking participant contact information and demographics: OUSD is entrusted with the task of collecting, maintaining, and continuously tracking participant contact information and demographics. This includes gathering relevant information from participants and ensuring its accurate representation. Additionally, OUSD is responsible for reporting this information to the designated databases on an ongoing basis. By diligently managing participant

demographics, OUSD contributes to the accurate tracking and reporting of program progress and outcomes.

MONITORING AND AUDITS

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse.

The Federal Audit Clearinghouse (FAC) will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the [new FAC](#) hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023 may need to be completely re-started at the new GSA FAC.

CTWI will notify OUSD if an audit will be performed. In the event of an audit, OUSD agrees to:

- Procure or otherwise arrange for the audit and ensure it is properly performed and submitted when due
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit

During the performance period, OUSD agrees that the federal agency or their designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this grant and all funds received. Grantee agrees to maintain such records for possible audit for a minimum of four (4) years after the term of this grant is completed. OUSD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

CLOSEOUT

OUSD will be required to close the grant with CTWI and will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends.

During the closeout process, OUSD must be able to provide documentation for all direct and indirect costs that are incurred. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The OUSD must be able to provide a final narrative and data report describing performance and project outcomes.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (see 2 CFR 2900.15).

TERMS AND CONDITIONS

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Part A: General Award, System for Award Management and Uniform Guidance

A(1.) Compliance and the Order of Precedence

The recipient of this Federal award must assure to fully comply with the rules and requirements specified in the award document. Program requirements may be located in the Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as Training Employment Guidance Letter (TEGL), and the terms outlined in the award document. The list below identifies the hierarchy of authority.

The following order of precedence applies to your activities under this Federal award. In the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements, consult the below order:

1. Workforce Innovation and Opportunity Act, Section 169(c)
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act, 2023 (Public Law 117-328) dated December 29, 2022.
4. Implementing Regulations.
5. Executive Orders and Presidential Memoranda.
6. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR (Code of Federal Regulations) parts 200 and 2900.
7. The U.S. Department of Labor (DOL) or Employment and Training Administration (ETA) directives.
8. Terms and conditions of this award.

By drawing down funds, your organization as the award recipient agrees to the provisions of 2 CFR 200.521, 2 CFR 2900.20, and 2 CFR 2900.21 and is subject to having its award removed as a result of an ALJ decision. As part of this process, the Grant Officer will provide instructions on transition and closeout to both the newly selected grant recipient and to the grant recipient whose positions is affected, or which is being removed.

A(2.) Training and Employment Guidance Letter (TEGL)

The Training and Employment Guidance Letter and any amendments found [TEGL 19-22 | U.S. Department of Labor \(dol.gov\)](#) are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the FOA. Therefore, the expenditure of funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA. **Notice of Award** The funds provided under this Notice of Award (NOA) must be expended according to all applicable Federal statutes, regulations and policies, and the applicable provisions in the appropriations act(s). The funds shall be obligated and expended via a NOA. These obligations and expenditures may not exceed the amount awarded by the NOA unless otherwise amended by the ETA.

A(3.) Approved Statement of Work

This project’s narrative is the approved Statement of Work (SOW). It has been included as Attachment D. If there is any inconsistency between the project narrative and the program statute, appropriation, regulations, Executive Orders, Uniform Guidance, and DOL or ETA directives, the order of precedence (as described in Section A(1). above) will prevail.

A(4.) SF-424, Application for Federal Assistance, and SF-424B, Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this award. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the award recipient is in compliance with the Assurances and Certifications form SF-424B available at [Grants.gov](https://www.grants.gov). The award recipient does not need to submit the SF-424B form separately.

A(5.) Federal Project Officer (FPO) or Point of Contact (POC)

See item number 10 on page 1 of this grant agreement for the Program Official/Federal Project Officer name and contact information.

The individual named as the Program Official/Federal Project Officer is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award amendment process.

A(6.) System for Award Management

System for Award Management (SAM) is the official Federal system that collects, validates, stores, and disseminates business information about the Federal government's trading partners in support of contract awards, grants, and electronic payment processes.

A SAM registration is required for an entity to be able to apply for Federal awards, to request amendments to existing awards, and to enable them to closeout expiring awards. See [Training and Employment Notice \(TEN\) 18-17](#) for additional guidance.

Unless the award recipient is exempt from this requirement under 2 CFR 25.110, the grant award or cooperative agreement recipient must maintain current information in the SAM. This includes information on the recipient’s immediate and highest-level owner and subsidiaries, as well as on all of the recipient’s predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the award recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later.

DOL advises award recipients and other awardees of Federal awards such as cooperative agreements registered in SAM to review their registration information, particularly their

financial information and points of contact. Assistance is available by contacting the Federal Service Desk at [FSD.gov](https://www.fsd.gov). Grant award or cooperative agreement recipients should alert their FPO and contact ETA at ETAAccountingGrants@dol.gov if they find that payments have been paid to a bank account other than their registered bank account.

DOL routinely checks the validity of a grant award or cooperative agreement recipient's SAM registration and verifies that the recipient is not included on the excluded parties list before making an award or approving a modification to an existing award. Failure to have an active SAM registration can delay award recipients from receiving their initial award or requested modifications to their existing awards.

DOL further encourages award recipients to review the expiration date of their SAM registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the award recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the award recipient can continue to request and receive modifications to their existing grants, as well as apply for new funding opportunities. Further, the EIN number must remain active until the award closeout process is fully completed.

A(7.) Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number was replaced by a new, non-proprietary identifier requested in and assigned by [SAM.gov](https://sam.gov). This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about how to access your UEI, please visit the U.S. General Service Administration (GSA), [Unique Entity Identifier Update webpage](#).

If the grant award or cooperative agreement recipient is authorized to make subawards (see definition below in Section A (10.)) under this award, then the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward from the award recipient until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI to the grant award or cooperative agreement recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a UEI.

A(8.) Uniform Guidance Revisions

The Office of Management and Budget issued revisions to 2 CFR parts 25, 170, 183, and 200 (the Uniform Guidance) on August 13, 2020, and February 22, 2021 (technical correction). These revisions became effective November 12, 2020, except for the amendments to 2 CFR 200.216 and 200.340, which were immediately effective on August 13, 2020. The award recipient must operate in compliance with these revised regulations. Please note that the section numbering in the Uniform Guidance has changed in some instances, and this terms and conditions document has been updated accordingly.

A(9.) For-Profit Entities and Profit

For-profit and foreign entities are included in the definition of Non-Federal Entity (NFE) for DOL awards, per DOL's OMB-approved exception found at 2 CFR 2900.2. These entities, along with all other recipients of Federal awards, must comply with the Uniform Guidance found at 2 CFR parts 200 and 2900. The regulation at 2 CFR 2900.2 defines Non-Federal Entity as a state, local government, Indian tribe, institution of higher education (IHE), for-profit entity, foreign public entity, foreign organization or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

The recipient is prohibited from earning a profit resulting from the implementation of this cooperative agreement. As directed in 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized in the Federal award. Additionally, the provision on profit only applies to WIOA Title 1 programs at 20 CFR 683.295.

A(10.) Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

A(11.) Vendor/Contractor Defined

The term "contractor," sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program (see 2 CFR 200.1). These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.331. When procuring contractors for goods and services, DOL/ETA recipients and subrecipients must follow the procurement requirements found at 2 CFR 200.320 (except states, pursuant to 2 CFR 200.317), which calls for free and open competition.

A(12.) Technical Assistance, Resources, and Information

Additional resources, training, and information to assist the award recipient are located on the ETA website, [Resources webpage](#) and on the Grants Application and Management collection page on [WorkforceGPS.org](#). [SMART training](#) is a technical assistance initiative sponsored by DOL/ETA to assist its award recipients and subrecipients in

improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on:

Strategies for sound grant management that include:

Monitoring,
Accountability,
Risk mitigation and
Transparency.

These four themes are woven throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200 and 2 CFR Part 2900). The 508-compliant PowerPoints of the modules may be found on WorkforceGPS.org at the [Resource](#) page.

A(13.) Monitoring, Technical Assistance, and Additional Specific Conditions of Award

All award recipients, including states and territories managing the Unemployment Insurance programs, are subject to 2 CFR 200.208, *Specific conditions*, which indicates that the Federal awarding agency may adjust specific award conditions as needed. A specific condition is based on an analysis of the following factors:

1. Based on the criteria in §200.206, *Federal awarding agency review of risk posed by applicants*;
2. The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;
3. The applicant or recipient's ability to meet expected performance goals as described in 2 CFR 200.211; or
4. A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the non-Federal entity to obtain technical or management assistance; or
6. Establishing additional prior approvals.

Award recipients may be required to obtain technical or management assistance through an established provider/contractor that has been selected or hired by DOL/ETA that may include in-person or remote assistance.

A(14.) Evaluation, Data, and Implementation

Award recipients must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data

and access to program operating personnel and participants in a timely manner.

A(15.) Program Requirements

TEGL-19-22 contains the program requirements for this award.

Part B: Indirect Costs, Budget, and Cost Share (Match)

B(1.) Indirect Cost Rate and Cost Allocation Plan

An award recipient that is claiming indirect costs to a Federal award must have a Negotiated Indirect Cost Rate Agreement (NICRA), Cost Allocation Plan (CAP), or elect to utilize the de minimis rate of 10% of modified total direct costs (MTDC). Indirect (facilities & administrative (F&A)) costs are costs incurred for a common or joint purpose that benefit more than one cost objective and are not readily assignable to one cost objective without specifically benefitting effort disproportionate to the results achieved. Direct costs, by contrast, can be identified specifically with a particular cost objective, such as a Federal award, or other internally or externally funded activity that can be directly assigned to such activities relatively easily with a high degree of accuracy. Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs.

If the DOL serves as the Federal Cognizant Agency (FCA) for the award recipient, then the award recipient must work with DOL's Cost & Price Determination Division (CPDD), which has delegated authority to negotiate and issue a NICRA or CAP on behalf of the Federal Government. More information about the DOL's CPDD is available at DOL's Cost & Price Determination Division (CPDD) their [website](#) and provides guidelines to help develop indirect cost rates, links to the applicable cost principles, and contact information. The CPDD also has Frequently Asked Questions to provide general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals.

If a new NICRA is issued during the award's period of performance, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct cost categories as long as they are consistent with the Budget Flexibility term within this agreement, grant requirements, and DOL regulations on prior approval. However, the total amount of the award will not be increased.

- (1) The award recipient has a federally approved NICRA or CAP covering the entirety or a portion of the grant period of performance is included as Attachment E. If the NICRA or CAP covers only a portion of the period of performance, a new approved NICRA or CAP will need to be provided for the remaining portion of the period of performance. Once approved, the NICRA or CAP must be submitted to your Federal Project Officer.

- (2) The award recipient has elected to use the De Minimis Rate of 10% of Modified Total Direct Costs (MTDC). To avoid a serious inequity in the distribution of indirect cost, DOL defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, and travel up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward or subcontract in excess of \$25,000.

See 2 CFR 200.414(f) for more information on use of the de minimis rate. Please be aware that incurred indirect-type costs (such as but not limited to top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are recovered as part of charging the de minimis rate.

To use de minimis, the award recipient must not have a current negotiated (including provisional) rate.

A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs and cannot utilize the de minimis rate in accordance with 2 CFR 200.414(f).

De minimis may be used indefinitely. If the award recipient elects to utilize the de minimis rate, this methodology must be used consistently for all Federal awards until such time as the award recipient chooses to negotiate for an indirect cost rate, which the award recipient may apply to do at any time.

- (3) The award recipient has claimed indirect costs on the SF-424A; however, an approved NICRA or CAP approved by the FCA was not provided and the award recipient did not elect to utilize the de minimis rate of 10% of MTDC. An approved NICRA or CAP must be submitted to the Grant Officer, or the award recipient must elect to utilize the de minimis rate of 10% of MTDC in order to charge indirect costs to the Federal award.

URGENT NOTICE: Estimated indirect costs have been specified on the SF-424A Budget Information form, however only the de minimis rate of 10% of MTDC will be released to support the indirect costs in the absence of a NICRA or CAP approved by the FCA.

The remaining funds which have been awarded for indirect costs are restricted and may not be used for any purpose until the recipient provides a signed copy of the NICRA or CAP. As the grant award or cooperative agreement recipient, the recipient must submit an indirect cost rate proposal or CAP to their FCA.

Alternatively, the award recipient may request the de minimis rate if eligible in accordance with 2 CFR 200.414(f).

As the award recipient, the recipient must submit an indirect cost rate proposal or CAP. If the FCA for indirect costs is DOL, these documents should be submitted to the DOL's Cost & Price Determination Division (CPDD). Otherwise, they should be submitted to the award recipient's FCA. Alternatively, the award recipient may request the de minimis rate if eligible (see section b. above). In addition, the recipient must notify the FPO that the documents have been submitted to the appropriate FCA.

If the award recipient does not submit a NICRA proposal within 90 days of award, they will be limited to the de minimis rate of 10% of Modified Total Direct Costs (MTDC).

- (4) The award recipient elected to exclude indirect costs from the proposed budget. F&A costs should only be classified as direct costs if they meet the conditions specified in 2 CFR 200.413(c).

If indirect costs are misclassified as direct costs, per the guidelines at 2 CFR 200.412 - 414, such costs may become disallowed through an audit or compliance review conducted by a Federal staff person. Please be aware that incurred indirect costs (such as but not limited to top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the cost principles contained in the Uniform Guidance will be charged.

B(2.) Indirect Cost Rate – Financial Reporting for NICRA and De Minimis

All award recipients with an approved NICRA or de minimis rate must report indirect costs on their **FINAL** ETA-9130 Financial Report. If an award recipient has a NICRA and a CAP, only the indirect costs tied to the NICRA are reported on the FINAL ETA-9130 Financial Report. The grant recipient may refer to the [ETA-9130 Report](#) for additional guidance.

B(3.) Budget - Approved

The award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A; 2) the SF-424A, included as Attachment B; and 3) the Budget Narrative, included as Attachment C. The award recipient must confirm that all costs are allowable, reasonable, necessary, and allocable before charging any expense. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR part 200 and 2 CFR part 2900 or as a

part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed upon outcomes or deliverables will require a request for modification and prior approval from the Grant Officer.

If the period of performance will include multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance terms and conditions of the Federal award.

Unless otherwise authorized in a grant award or cooperative agreement or subsequent modification, recipients must expend funds with the shortest period of availability first (20 CFR 683.110).

B(4.) Budget Flexibility

Award recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the SOW and agreed upon outcomes or deliverables require a request for modification and approval from the Grant Officer.

Any request for a budget modification or non-competing extension of the final budget should be submitted to the Grant Officer, in writing, at least 30 days before the Period of Performance is scheduled to expire. Such requests usually are for a period of up to 12 months.

As directed in 2 CFR 200.308(f), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), the transfer of funds among direct cost categories or programs, functions, and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Federal awarding agency, the award recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424A do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget. It is recommended that the assigned Federal Project Officer or point of contact review any within-line changes to the award recipient's budget prior to implementation to ensure they do not require a modification.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

Part C: Funds Management

C(1.) Funds – Payment Management System (PMS)

Upon receipt of a NOA, in order to draw funds from the U.S. Department of Health and Human Services (HHS) [Payment Management System \(PMS\)](#), an active account must be established. To establish an account, award recipients must complete an SF-1199A and PMS Access form (shown as the PMS New User Access Request on the [PMS website](#)) (User Access). DOL is responsible for completing portions of the SF-1199A and submitting the completed SF-1199A to the Division of Payment Management, which operates PMS. Federal award recipients do not need to complete these forms if they already have an account with PMS.

C(2.) Funds - Return & Refunds

DOL does not accept paper checks for any type of returned funds. For active grants, all return of funds are to be submitted electronically through the PMS operated by the HHS via the same method as a drawdown. For grants that have been cancelled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via the [Pay.gov](#) website.

If there are questions regarding the return of funds, or your organization no longer has access to PMS, contact the DOL/ETA, Office of Financial Administration via email at: ETA-ARteam@dol.gov for further assistance.

Part D: Costs - Limitations, Items, and Restrictions

D(1.) Consultants

For the purposes of this grant award, the Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$815.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

D(2.) Equipment

The award recipient(s) must submit a request to purchase equipment and receive **prior approval** from the Grant Officer as defined in the Uniform Guidance at 2 CFR 200.1. A request to purchase equipment will be reviewed and approved in a modification to the award. Prior approval is required only when the per unit's acquisition cost is \$5,000 or more regardless of the non-Federal entity's capitalization threshold. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Being awarded this grant **does not** automatically mean that the equipment specified in the approved budget or SOW is approved by the Grant Officer. Unless approval is provided in the grant agreement remarks, the recipient must submit a detailed list describing the planned purchases to the FPO for review within 90 days of the NOA date. Recipients are strongly encouraged to submit requests to purchase equipment as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow-up activities), whichever comes first. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item will be rescinded.

D(3.) Pre-Award Costs

All costs incurred by the award recipient prior to the start date specified in the grant award issued by the Department are **incurred at the recipient's own expense**.

D(4.) Program Income

The Addition method as described in 2 CFR 200.307 must be used in allocating any program income generated for this awards award. The award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). The DOL will require any program income remaining at the end of period of performance to be returned to DOL. In addition, award recipient(s) must report program income on the quarterly financial report using the applicable ETA-9130 or SF-425 reports.

D(5.) Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or TEGL, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the award.

D(6.) Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

D(7.) Travel – Foreign

Foreign travel is not allowable except with prior written approval from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. All travel, both domestic and Grant Officer approved foreign travel, must comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

D(8.) Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

D(9.) Conferences and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal award. Award recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

D(10.) Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences and conventions or training seminars funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the [Hotel-Motel National Master List](#) to see if a property is in compliance, or to find other information about the Act.

Part E: Reporting, Audit, and Closeout

E(1.) Reports – Financial Reports

All ETA award recipients are required to submit quarterly financial and narrative progress reports for each award.

- 1) **Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. ETA-9130 reports are due by the 15th day of the second month after each calendar-year quarter. A final financial report must be submitted no later than 120 calendar days after the quarter encompassing the award end date ends, or 120 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. For additional guidance on ETA’s financial reporting, reference [ETA-9130 Financial Reporting Resources](#).

The instructions for accessing both the online financial reporting system and the HHS PMS can be found in the transmittal memo accompanying this NOA.

E(2.) Reports – Narrative Progress Reports

- 1) **Narrative Progress Reports.** Award recipients are required to submit quarterly and final narrative reports on grant activities funded under this award. All reports are due by the 15th day of the second month after each calendar-year quarter.
 - a) The last quarterly progress report that award recipients submit will serve as the grant’s Final Performance Report. This report should provide both *quarterly and cumulative* information on the award’s activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
 - b) The award recipient shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.

The award recipient shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

E(3.) Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)

Applicable to grants and cooperative agreements:

- 1) Reporting of first-tier subawards.
 - a) *Applicability.* Unless the award recipient is exempt as provided in paragraph [4.] of this award term, the award recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph [5.] of this award term).
 - b) *Where and when to report.*
 - I. The Federal entity or Federal agency must report each obligating action described in paragraph [1.a.] of this award term to FSRS.gov.
 - II. For subaward information, the recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November

7, 2010, the obligation must be reported by no later than December 31, 2010.)

- c) *What to report.* The award recipient must report the information about each obligating action that the submission instructions posted at FSRS.gov specify.

2) Exemptions.

If, in the previous tax year, the award recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

- a) Subawards; and
- b) The total compensation of the five most highly compensated executives of any subrecipient.

3) Definitions.

For purposes of this award term:

- a) *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b) *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:
 - I. A Governmental organization, which is a State, local government, or Indian tribe;
 - II. A foreign public entity;
 - III. A domestic or foreign nonprofit organization; and
 - IV. A domestic or foreign for-profit organization.
- c) *Executive* means officers, managing partners, or any other employees in management positions.
- d) *Subaward*:
 - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant recipient received this award and that the grant recipient as the recipient award to an eligible subrecipient.
 - II. The term does not include the award recipient's payment to a contractor, as defined in 2 CFR 200.331, for property and services needed to carry out the project or program.
 - III. A subaward may be provided through any legal agreement, including an agreement that the grant recipient or a subrecipient considers a contract.
- e) *Subrecipient* means a non-Federal entity or Federal agency that:
 - I. Receives a subaward from the award recipient under this award; and
 - II. Is accountable to the grant recipient for the use of the Federal funds provided by the subaward.
- f) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - I. *Salary and bonus.*
 - II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance

with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- III. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- V. *Above-market earnings on deferred compensation which is not tax-qualified.*
- VI. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

E(4.) Integrity and Performance Matters – FAPIIS (For awards exceeding \$500,000)

- 1) If the total value of the currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
- 2) Proceedings about which the award recipient must report. Submit the information required about each proceeding that:
 - a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b) Reached its final disposition during the most recent 5-year period; and
 - c) Is one of the following:
 - I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
 - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grant recipient payment of either monetary fine or penalty

of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or

- IV. Any other criminal, civil, or administrative proceeding if:
- a. It could have led to an outcome described in Paragraph 2.c.I, II, or III of this award term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grant recipient's part; and
 - c. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting procedures. Enter in SAM, Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in Paragraph 2 of this award term. The award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.

4) Reporting frequency. During any period of time when the award recipient is subject to the requirement in Paragraph 1 of this award term, the award recipient must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the award recipient has not reported previously or to affirm that there is no new information to report.

5) Definitions. For purposes of this award term:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
 - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
 - II. The value of all options, even if not yet exercised.

E(5.) Audits

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse.

The Federal Audit Clearinghouse (FAC) will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the [new FAC](#) hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023 may need to be completely re-started at the new GSA FAC.

E(6.) Audit Submission Deadline Extension Related to Major Disaster Areas

OMB announced on the [FAC website](#) that a six-month single audit submission extension is available to non-federal entity recipients in Puerto Rico, Alaska, Florida, South Carolina, and North Carolina that have due dates between September 18, 2022, and December 31, 2022. Although the extension is due to complications created by various weather-related events, the extension is available to all recipients in each of the states and not just those located in certain areas of the states most significantly impacted. OMB encourages recipients in less affected areas to submit their reports as soon as possible.

E(7.) Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the DOL. The grant award and cooperative agreement recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's [Grant Closeout](#) webpage for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (see 2 CFR 2900.15).

Part F: National Policy and Restrictions

F(1.) Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

F(2.) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

F(3.) Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

F(4.) Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by Federal Emergency Management Agency (FEMA).

F(5.) Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the award recipient, subrecipient or a contractor purchases ownership under an award (including but not

limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)’s, Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

F(6.) Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, grant award and cooperative agreement recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor’s award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity.

The term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.”

F(7.) Personally Identifiable Information

The award recipient(s) must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in [TEGL No. 39-11, Guidance on the Handling and Protection of PII](#).

F(8.) Publicity and Lobbying/Advocacy

Publicity - Pursuant to P.L. 117-328, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Lobbying/Advocacy - Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

F(9.) Telecommunications Prohibition

Award recipients must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020).

Grant award and cooperative agreement recipients, and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

F(10.) Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient give the veteran or

eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients must comply with the DOL guidance on veterans' priority. ETA's [TEGL No. 10-09](#) (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

F(11.) Waste, Fraud and Abuse

No entity receiving Federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

F(12.) Whistleblower Protection

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

F(13.) Executive Order 12928 – Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities

Pursuant to Executive Order (EO) 12928, the award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

F(14.) Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

F(15.) Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national

origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with [DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency](#), 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to [LEP.gov](#).

F(16.) Executive Order 13513 - Federal Leadership On Reducing Text Messaging While Driving

Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), or while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the Government. Award recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

F(17.) Public Law: The Build American, Buy America Act (BABAA)

The Build America, Buy America Act ("BABAA") was enacted on November 12, 2021 as part of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58. With the passage of the IIJA, federal financial assistance projects for infrastructure must comply with domestic content procurement preference requirements established in BABAA Section 70914. These requirements went into effect May 14, 2022. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under an award to be domestically manufactured. Covered activities include the construction, alteration, maintenance, or repair of public infrastructure, including buildings and real property (See OMB Memorandum M-22-11).

F(18.) Salary and Bonus Limitations

Pursuant to P.L. 117-328, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](#) website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government

employees, and the size of the organizations that administer Federal programs involved including DOL programs. See [TEGL 5-06](#) for further clarification.

F(19.) Harassment Prohibited

The grant recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

- i. Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:
- ii. Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or
- iii. Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or
- iv. Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.
- v. Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

F(20.) Intellectual Property, Open Licensing Rights, and the Bayh-Dole Act

As required at 2 CFR 2900.13, any intellectual property developed under a discretionary Federal award process must be licensed under an open license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient.

All small business firms, and non-profit organizations (as defined in the link below, and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and at [Bayh-Dole Act Required ETA Grant Term](#). To summarize, these requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up

license to use any invention conceived or first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights term above.

F(21.) Procurement

The Procurement Standards found in the Uniform Guidance at 2 CFR 200.318-327 require all award recipients and subrecipients to conduct procurement transactions in a manner that promote practical, open, and free competition. The award recipient’s description in the SOW of a specific entity that will provide goods or services does not constitute approval or justification of sole-source procurement from this entity.

The Uniform Guidance (at 2 CFR 200.317) requires States (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The State must comply with 2 CFR 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327.

Part G: National Prohibitions and Other Restrictions

G(1.) Contracting with Corporations with Felony Criminal Convictions Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

G(2.) Contracting with Corporations with Unpaid Tax Liabilities Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

G(3.) Trafficking in Persons Prohibited

1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a) *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient’s employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II.DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a) I. of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a) I. of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I.Is determined to have violated an applicable prohibition in paragraph a(I) of this grant award term; or

II.Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a(I) of this grant award term through conduct that is either—

- (A). Associated with performance under this award; or
- (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I.The award recipient must inform DOL immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II.DOL’s right to terminate unilaterally that is described in paragraph a.II or b of this section:

- (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- (B). Is in addition to all other remedies for noncompliance that are available to DOL under this grant award.

III. The award recipient must include the requirements of paragraph a) I. of this award term in any subaward the award recipient make to a private entity.

d. *Definitions.* For purposes of this award term:

I. “Employee” means either:

(A). An individual employed by the grant award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this grant award and not compensated by the grant recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. “Private entity”:

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

G(4.) Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care’s HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals’ religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

G(5.) Health Benefits Coverage for Abortions Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

G(6.) Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 117-328, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

“(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

(B) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

(C) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:

- (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
- (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
- (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
- (iv) negotiating settlements; or
- (v) making recommendations regarding litigation.

(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

(3) For purposes of this subsection—

- (A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;
- (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and
- (C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

G(7.) Blocking Pornography Required

Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

G(8.) Privacy Act

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

G(9.) Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-328, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB’s [List of Products Produced by Forced or Indentured Child Labor](#) webpage.

G(10.) Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

G(11.) Public Communications – Certain Information Requirement

Pursuant to P.L. 117-328, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- 1) The percentage of the total costs of the program or project which will be financed with Federal money;
- 2) The dollar amount of Federal funds for the project or program; and
- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

G(12.) Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

G(13.) Restrictions Against the Creation or Research of Embryos

Pursuant to P.L. 117-328, Division H, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

2. **Term.**

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: 3/1/2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: 9/30/2026

3. **Compensation.** VENDOR may impose the following costs on families and students: _____

12. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Beli Acharya

Address: 7750 Pardee Ln. Ste 100

City, ST Zip: Oakland, CA 94621-1492

Phone: 646-338-7367

Email: Beli@ctwi-btca.org

16. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

Commercial General Liability Insurance. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

Workers' Compensation Insurance. Waiver typically available by OUSD if VENDOR has no employees.

17. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

Tuberculosis Screening. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

Fingerprinting/Criminal Background Investigation. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

19. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

Yes, the SERVICES would be able to continue as described herein.

No, the SERVICES would not be able to continue.



NO COST SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“GRANTOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “GRANTOR INDIVIDUAL” includes (to the extent they exist): GRANTOR Board members, officers, trustees, and directors; GRANTOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under GRANTOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** GRANTOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.** GRANTOR agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that GRANTOR may impose certain costs on families and students but only as permitted in **Exhibit A**.
4. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to GRANTOR’s provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to GRANTOR to suspend this AGREEMENT, in which case GRANTOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate GRANTOR for the SERVICES satisfactorily provided through the date of suspension.
5. **Termination.** Upon termination consistent with this Paragraph (Termination), GRANTOR shall provide OUSD with all materials produced, maintained, or collected by GRANTOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. **For Convenience by OUSD.** OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to GRANTOR. OUSD shall compensate GRANTOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. GRANTOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - b. **For Cause.** Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall

contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. GRANTOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of GRANTOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to GRANTOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. GRANTOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate GRANTOR for the SERVICES satisfactorily provided through the date of termination.

6. Data and Information Requests.

- a. GRANTOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. GRANTOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to GRANTOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when GRANTOR's programs and school site(s) change (either midyear or in subsequent years), GRANTOR shall promptly update the information in the database.

7. Confidentiality and Data Privacy.

- a. OUSD may share information with GRANTOR pursuant to this AGREEMENT in order to further the purposes thereof. GRANTOR and GRANTOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as

- “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. GRANTOR understands that student data is confidential. GRANTOR or GRANTOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after GRANTOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if GRANTOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if GRANTOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should GRANTOR or GRANTOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, GRANTOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
8. **Copyright/Trademark/Patent/Ownership.** GRANTOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by GRANTOR in connection with the SERVICES performed under this AGREEMENT. GRANTOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with GRANTOR’s prior written consent, use GRANTOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
9. **Alignment and Evaluation.**
- a. GRANTOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate GRANTOR or GRANTOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of GRANTOR or GRANTOR INDIVIDUALS, and (ii) announced and unannounced observance of GRANTOR or GRANTOR INDIVIDUALS.
10. **Inspection and Approval.** GRANTOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed

including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. OUSD reserves the right to direct GRANTOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

11. **Equipment and Materials.** GRANTOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
12. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
13. **Status.**
 - a. This is not an employment contract. GRANTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If GRANTOR is a natural person, GRANTOR verifies all of the following:
 - (i) GRANTOR is free from the control and direction of OUSD in connection with GRANTOR's work;
 - (ii) GRANTOR's work is outside the usual course of OUSD's business; and
 - (iii) GRANTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If GRANTOR is a business entity, GRANTOR understands and agrees that it and any and all GRANTOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. GRANTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to GRANTOR INDIVIDUALS. GRANTOR verifies all of the following:
 - (i) GRANTOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) GRANTOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and GRANTOR is in writing;
 - (iv) GRANTOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires GRANTOR to have a business license or business tax registration;

- (v) GRANTOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) GRANTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) GRANTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) GRANTOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) GRANTOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) GRANTOR can negotiate its own rates;
- (xi) GRANTOR can set its own hours and location of work; and
- (xii) GRANTOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. **Qualifications, Training, and Removal.**

- a. GRANTOR represents and warrants that GRANTOR and all GRANTOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. GRANTOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. GRANTOR represents and warrants that all GRANTOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. GRANTOR agrees to immediately remove or cause the removal of any GRANTOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide GRANTOR with a basis or explanation for the removal request.

15. **Certificates/Permits/Licenses/Registration.** GRANTOR shall ensure that all GRANTOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

16. **Insurance.**

- a. **Commercial General Liability Insurance.** GRANTOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars

(\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against GRANTOR. The policy shall protect GRANTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Workers' Compensation Insurance. GRANTOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

17. **Testing and Screening.**

- a. Tuberculosis Screening. GRANTOR shall ensure that all GRANTOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a GRANTOR INDIVIDUAL, that GRANTOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that GRANTOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, GRANTOR shall obtain an x-ray of the lungs. GRANTOR, at its discretion, may choose to submit a GRANTOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Fingerprinting/Criminal Background Investigation. For all GRANTOR INDIVIDUALS providing the SERVICES, GRANTOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. GRANTOR confirms that no GRANTOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. GRANTOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this

subparagraph, GRANTOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. Incident/Accident/Mandated Reporting.

- a. GRANTOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. GRANTOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. GRANTOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a GRANTOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, GRANTOR agrees to inform that GRANTOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Health and Safety Orders and Requirements; Site Closures.

- a. GRANTOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, GRANTOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that GRANTOR becomes unable to do so, GRANTOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, GRANTOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that GRANTOR becomes unable to do so, GRANTOR shall immediately inform OUSD in writing.
- d. GRANTOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

20. Conflict of Interest.

- a. GRANTOR and all GRANTOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. GRANTOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.

- b. GRANTOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between GRANTOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, GRANTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event GRANTOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, GRANTOR agrees it shall immediately notify OUSD in writing.
- 21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** GRANTOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
- 22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
- 23. **Indemnification.**
 - a. To the furthest extent permitted by California law, GRANTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of GRANTOR's performance of this AGREEMENT. GRANTOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to GRANTOR arising out of the performance of this AGREEMENT. GRANTOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at GRANTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that GRANTOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless GRANTOR and GRANTOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend GRANTOR and GRANTOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
24. **Audit.** GRANTOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. GRANTOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. GRANTOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to GRANTOR and shall conduct audit(s) during GRANTOR'S normal business hours, unless GRANTOR otherwise consents.
25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, GRANTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, GRANTOR agrees to require like compliance by all its subcontractor (s). GRANTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, GRANTOR, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
27. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. **Assignment.** The obligations of GRANTOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

29. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. GRANTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the

receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If GRANTOR is doing business with OUSD for the first time, GRANTOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), GRANTOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. GRANTOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
41. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Beli Acharya

Signature: 

Position: Executive Director

Date: May 29, 2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 7/12/2024

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

Name: Kyla Johnson-Trammell

Signature: _____

Position: Superintendent

Date: _____

Approved as to form by OUSD Legal Counsel

Name: Jenine Lindsey

Signature: 

Date: 05/24/24

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Constructions Trades Workforce Initiative

1. **Services.** Describe the SERVICES VENDOR will provide:

The agreement between CTWI and OUSD is for the implementation of the Project Spark Plug MC3 Pre-Apprenticeship Program at Castlemont High School (the Castlemont MC3 Program).

FEDERAL AWARD SUBRECIPIENT AND SUBAWARD INFORMATION

A subaward means an award provided by a Pass-Through Entity (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. CTWI will serve as the PTE, and the OUSD will be the subrecipient.

1. Subrecipient Name	Oakland Unified School District
2. Subrecipient's unique entity identifier	Partner to provide UEI number
3. Federal Award Identification Number (FAIN)	24A60CP000211
4. Federal Award Date	12/13/2023
5. Subaward and Budget Period of Performance Start and End Date	3/1/2024 - 9/30/2026
6. Total amount of federal funds obligated to the subrecipient	\$400,001
7. Federal award project title	Establish a comprehensive Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program with Oakland Unified School District
8. Name of Federal awarding agency	ETA Office of Grants Management
9. Name of pass-through entity	Construction Trades Workforce Initiative 7750 Pardee Ln. Ste 100 Oakland, CA 94621-1492
10. Contact information for awarding official of the Pass-through entity	Beli Acharya Executive Director Beli@ctwi-btca.org 646-338-7367

11. Assistance Listings Number	17.289
12. Assistance Listings Title	Community Project Funding/Congressionally Directed Spending
13. Is the award research and development (R&D)?	No

PROJECT SCOPE OF WORK

OVERALL PROJECT DESCRIPTION

CTWI has applied for and received funds, FY 2023 Community Project Funding/Congressionally Directed Spending, from the United States Department of Labor Employment and Training Administration. CTWI wishes to engage the subrecipient to assist the Grantee in utilizing such funds for this program.

Project Spark Plug will develop a skilled and local workforce pipeline in Oakland to enable us to meet the infrastructure demands of our area, while also creating entry points for diverse youth and socio-economically disadvantaged residents in Oakland to access high paying, quality careers. OUSD and CTWI seek to develop an MC3 pre-apprenticeship program at Castlemont High School to educate, train and connect high school students in Oakland to career opportunities in the unionized construction trades. The project will leverage CTWI's robust industry relationships, creating an immersive learning ecosystem that will connect our students to construction employers and union apprenticeship programs and open avenues for employment post-graduation in this high need sector. Simultaneously, CTWI and the Alameda Building Trades Council will develop a Construction Math Test Prep program to support adult Oakland residents to prepare for apprenticeship exams and applications. Project Spark Plug will allow us to make a tangible difference in the local community and boost employment outcomes for Oaklanders by giving them the tools they need to enter the unionized construction trades in a role that will benefit our entire community.

PARTNERS INVOLVED

The partnership involved in this Project are:

- Construction Trades Workforce Initiative
- Oakland Unified School District
- Castlemont High School
- PG&E
- Building and Construction Trades Council of Alameda County (BTCA)

TARGET POPULATION AND PARTICIPANT ELIGIBILITY

The target populations to be served through this project fall under the following categories. Eligibility requirements for each target population are described: Disadvantaged Youth: 14-24 years old and meets the low income eligibility requirement.; Low-Income: Residents of low-income communities or low-income households, as defined by California Department of Housing and Community Development's (HCD) 2022 State Income Limits.;

Ethnic/Underrepresented Minorities: Refers to Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color.; Enrolled OUSD student.

PERFORMANCE MEASURES AND TARGET OUTCOME GOALS

The partnership will work closely together to meet the following performance measures and target outcome goals.

Performance Measure	Outcome
Qualitative Performance Measures	
1. OUSD adopts the MC3 Pre-Apprenticeship Curriculum and utilizes it to teach students about the construction trades	
Quantitative Performance Measures	
Project Spark Plug Outcomes	
1. Total number of participants enrolled in Project Spark Plug MC3 and/or test prep programs	90
2. Total number of enrolled participants who complete Project Spark Plug MC3 and/or test prep programs:	66
3. Total number of Project Spark Plug program graduates that get placed into employment (including registered apprenticeship programs) or in secondary education (including university, community college, adult school, adult workforce training program):	30
MC3 Pre-Apprenticeship Program at Castlemont High School Outcomes	
1. Out of the total number enrolled in Project Spark Plug, total number of eligible participants enrolled in the MC3 Pre-Apprenticeship Program at Castlemont High School	60
2. Total number of participants who earn industry skill certifications	48
3. Total number of participants who complete MC3 training (Completion means meeting the 120 hour minimum MC3 curriculum):	48
4. Total number of participants who fulfill A-G High School graduation requirements	48
Oakland Construction Math Test Prep Class Outcomes:	
1. Out of the total number enrolled in Project Spark Plug, total number of eligible participants enrolled in the Oakland Construction Math Test Prep Class	30
2. Total number of participants who pass a construction entrance exam	18
3. Total number of participants who complete the Test Prep Class:	18
Train the Trainer Measures for Project Spark Plug:	
1. Total number of project instructors/key staff who are enrolled in professional development activities	5
2. Total number project instructors/key staff who are complete the professional development participants	5

WORK PLAN

The partnership will work closely together to meet the following work plan. The Partner’s specific work plan is enclosed as Attachment A.

Work Plan: Project Spark Plug						
Project Goal	Related Goal Activities	Responsible Project Staff or Partner	Milestones	Final (or Mid) Deliverables and Outcomes	Time frame	Expected Completion Date
Goal 1						
Establish the MC3 Pre-apprenticeship Program at Castlemont High School	Activity 1: Formalizing the Partnership between OUSD, CTWI, North American Building Trades Union (NABTU) and the Alameda Building Trades	CTWI Team and Castlemont MC3 Program Team	Milestone 1: Completion of comprehensive MC3 program implementation plan	Approved as an official MC3 Pre-Apprenticeship Program Implementation plan ready for execution, outlining each stage of the program	Through out Year 1	Y1Q3
	Activity 2: Integrate the MC3 curriculum into Castlemont’s established courses and academies and ensure alignment with A-G High school graduation requirements	CTWI Team and Castlemont MC3 Program Team	Milestone 2: Curriculum updated to incorporate MC3 components Completion of professional development and workshops	Adoption of new curriculum by Castlemont that complies with A-G High school graduation requirements Increased understanding and interest in the MC3 program among instructors, students, staff, and families	Through out Year 1	Y1Q4
	Activity 3: Outreach and Recruitment of targeted populations to enroll in program	CTWI Team and Castlemont MC3 Program Team	Milestone 3: Development of marketing collateral and facilitation of informational workshops for students on MC3 Program	Active student participation and completion of the MC3 class, providing them with industry-standard skills and certifications	Through out Year 1 and Year 2	Y2 Q1
	Activity 4: Identify and train Castlemont instructors, through the train-the- trainer model, on how to effectively teach the MC3 curriculum.	CTWI Team and Castlemont MC3 Program Team	Milestone 4: Development of Professional Development Materials	Participation of 4 instructors in professional development	Through out Year 1	Year 1 Q4

Goal 2	Related Goal Activities	Responsible Project Staff or Partner	Milestones	Final (or Mid) Deliverables and Outcomes	Timeframe	Expected Completion Date
Launch the Pilot MC3 Pre-Apprenticeship Program at Castlemont High School	Activity 1: Implement the MC3 Pre-Apprenticeship Curriculum	CTWI Team and Castlemont MC3 Program Team	Develop employment placement partnerships and student individual education plans	Enroll 60 students in the MC3 Pre-Apprenticeship Program	Throughout Year 2&3	Year 3 Q4
	Activity 2: Actively place students into employment, including apprenticeships and post secondary education through collaborative partnerships with local businesses and trade organizations	CTWI Team and Castlemont MC3 Program Team	Students graduate from the program and receive industry recognized certifications	48 students will earn industry recognized certifications, earn MC3 certification, and will fulfill A-G High School Graduation requirements	Throughout Year 2 & 3	Year 3 Q4
Goal 3						
Implement the Math and Mechanical Test Prep Program in Oakland.	Activity 1: Develop and provide Math and Mechanical Test Prep curriculum and material.	CTWI	Milestone 1: Completion of comprehensive test prep curriculum	Comprehensive and effective curriculum material ready for execution, tailored to address the rigors of industry exams	Throughout Year 1 & 2	Year 2, Q1
	Activity 2: Provide training and professional development to instructor	CTWI	Milestone 2: Completion of professional development sessions and workshops for instructor	Participation of 1 instructor in training and professional development	Throughout Year 1 & 2	Year 2, Q1
	Activity 3: Conduct outreach and educational workshops to employers to develop placement partnerships with industry partners.	CTWI, Alameda Building Trades Council	Milestone 3: Complete 3 workshops to employers to develop placement partnerships	Engagement of 5-20 employers in workshops and outreach activities	Throughout Year 2 & 3	Year 2, Q3
	Activity 4: Outreach and recruit students to join class	CTWI	Milestone 4: Develop marketing and	Enrollment of 30 students in test prep class	Throughout Year 2 & 3	Year 3, Q4

Goal 4	Related Goal Activities	Responsible Project Staff or Partner	Milestones	Final (or Mid) Deliverables and Outcomes	Timeframe	Expected Completion Date
Employment Placement of Project Spark Plug Graduates	Activity 1: Work with industry partners to educate and connect them to program graduates	CTWI, Alameda Building Trades Council	Milestone 1: Contractors utilize CTWI Placement Protocol, Resources and Materials	30 students will be placed into employment (including registered apprenticeship programs) or in secondary education (including university, community college, adult school, adult workforce training program)	Throughout Year 2 & 3	Program End
Goal 5	Related Goal Activities	Responsible Project Staff or Partner	Milestones	Final (or Mid) Deliverables and Outcomes	Timeframe	Expected Completion Date
Monitor, evaluate, and refine the MC3 Pre-Apprenticeship Program & Construction Math Test Prep class to ensure continuous improvement and increase post-graduation career placements.	Activity 1: Review outcomes from the Pilot MC3 Program & Construction Math Test Prep class and provide programmatic support for refinements.	CTWI Team	Milestone 1: Completion of a comprehensive review of Pilot MC3 Program & Construction Math Test Prep outcomes	Report on program outcomes with recommendations for curriculum modifications, improving program quality and effectiveness.	Begin Year 2 Q4, then quarterly	Project End
	Activity 2: Enhance post-graduation pathways and individual education plans for better career navigation for students.	CTWI Team, Alameda Building Trade Council, Castlemont MC3 Program Team	Milestone 2: Successful enhancement and execution of post-graduation career pathways and individual education plans.	More students securing careers in trades or trades-related fields post-graduation.	Begin Year 2, Q4	On-Going
	Activity 3: Track, collect and report student outcome data and support school staff with case management of program graduates.	CTWI, Castlemont MC3 Teams	Milestone 3: Comprehensive data report produced with student outcomes	Comprehensive report on student outcomes, with analysis and recommendations for further improvements in the program.	Begin Year 2, Q1	On-Going

ROLES

Both CTWI and OUSD will perform the following tasks:

- Year 1:
 - Identify existing assets and resources needed for MC3 program
 - Develop program development timeline for Years 1 and 2
 - Develop pacing guide
 - Co-lead student and family learning workshops introducing union trades and MC3 program to school staff, students, and families
 - Meet monthly to discuss deliverables
 - Submit reports and invoices
- Year 2:
 - Mapping post-completion pathways for MC3 participants
 - Meet monthly at minimum to discuss student and program needs and status
 - Record and maintain student data (enrollment, trade interests, and outcomes)
 - Support placement into union apprenticeship of MC3 graduates
 - Co-lead student and family learning workshops introducing union trades and MC3 program to school staff, students, and families
 - Meet monthly to discuss deliverables
 - Submit reports and invoices
- Year 3: Same deliverables as Year 2, in addition to:
 - Secure grant funds to maintain program

OUSD will perform the following tasks:

- Year 1:
 - Determine MC3 pathway structure and course eligibility
 - Develop job description for all positions
 - Hire and/or train CTE instructor
 - Allocate classroom and hands-on workshop spaces
 - Purchase tools, equipment, and/or supplies
 - Identify eligible students
 - Add MC3 program to class catalog
 - Promote class with students
 - Recruit a sufficient number of students to ensure a full first-year cohort
- Year 2:
 - Provide primary instruction
 - Provide career counseling on union construction pathways
 - Provide transportation to off-site visits
 - Purchase tools, equipment, and/or supplies
 - Pay for student certificates (\$100/graduate paid to North America's Building Trades Unions)
- Year 3: Same deliverables as Year 1 and Year 2.

CTWI will perform the following tasks:

- Year 1:
 - Provide professional development on MC3 curriculum and Bay Area union construction landscape for school staff, including guidance counselors

- Provide written guidance materials and templates for program development, instructional materials, student resources, and data collection
- Coordinate field trips to training centers and/or adult community-based MC3 programs for staff
- Coordinate MC3 certification for program with Trades Futures
- Establish or strengthen relationships with local and regional union apprenticeship programs
- Year 2:
 - Provide in-class workshops on specialty topics
 - Coordinate hands-on trainings, guest speakers, and/or visits to training centers for students
 - Promote program with construction unions, training centers, and contractors
 - Continue to provide professional development for school staff
 - Introduce Personal Employment Plans (PEP) to students and guidance counselors
 - Coordinate MC3 certificates for students with Trades Futures and Building Trades Council
- Year 3: Same deliverables as Year 2, in addition to:
 - Leverage applicable Project Labor Agreements (PLAs) to identify opportunities for MC3 graduates and recommend MC3 program modifications to meet labor market demand

AWARD TERMS AND CONDITIONS

FEDERAL AWARD TERMS AND CONDITIONS

The Terms and Conditions of the federal award are included as Attachment B. The provisions of the terms and conditions apply to CTWI as the recipient and the Partner as the subrecipient.

SUBAWARDS

A subaward means an award provided by a Pass-Through Entity (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

SUBAWARD AMOUNT AND BUDGET

The total grant amount awarded to OUSD shall not exceed \$400,001. OUSD's approved budget, expenditures, and expenditure plan are attached in this MOU as Attachments C and D.

OUSD shall adhere to the approved budget and expenditure guidelines provided by CTWI. Any changes to the budget will require a request for modification and prior approval from CTWI.

INDIRECT COSTS

OUSD cannot claim indirect costs.

INVOICING

Project expenses will be paid on a reimbursement basis. OUSD shall submit invoices and necessary documentation to CTWI for project expenses as outlined in the approved budget. Invoices shall be submitted on a monthly basis, within 15 calendar days of the end of the invoicing period. CTWI shall make payment within 45 calendar days after receipt of the billing. OUSD agrees to maintain all necessary documentation including invoices, receipts, proof of payments, etc. OUSD also agrees to quarterly finance reviews and check-in meetings with CTWI.

EQUIPMENT

OUSD must submit a request to purchase equipment and receive **prior approval** from CTWI and the Grant Officer as defined in the Uniform Guidance at 2 CFR 200.1. A request to purchase equipment will be reviewed and approved in a modification to the award. Prior approval is required only when the per unit's acquisition cost is \$5,000 or more regardless of the non-Federal entity's capitalization threshold. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Being awarded this grant **does not** automatically mean that the equipment specified in the approved budget or SOW is approved by the Grant Officer. The recipient must submit a detailed list describing the planned purchases to the FPO for review within 90 days of the NOA date. Recipients are strongly encouraged to submit requests to purchase equipment as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow-up activities), whichever comes first. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item will be rescinded.

PRE-AWARD COST

All costs incurred by OUSD prior to the start date specified in the grant award issued by the Department are incurred at the recipient's own expense.

TRAVEL

Travel is only allowed as it is included in the approved line-item budget.

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

TRAVEL – FOREIGN

Foreign travel is not allowable except with prior written approval from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. All travel, both domestic and

Grant Officer approved foreign travel, must comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

TRAVEL – MILEAGE REIMBURSEMENT RATES

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

PROJECT RECORD RETENTION

OUSD shall preserve all financial records, supporting documents, statistical records, and other records associated with this Agreement and the Project for a minimum of four (4) years after the term of this grant is completed.

PROPERTY MANAGEMENT PROCEDURES

CTWI shall establish, maintain, and adhere to procedures for property management in strict compliance with applicable federal fund regulations. These procedures should encompass the acquisition, utilization, maintenance, and disposal of any assets or resources related to the activities outlined in this agreement. Both parties agree to collaborate and ensure full compliance with federal fund regulations in the development and implementation of these property management procedures.

REPORTING

OUSD shall submit quarterly narrative and data reports to CTWI for status updates on project activities and progress towards performance measures. Reports shall be submitted on a quarterly basis, within 25 calendar days of the end of the reporting period. CTWI will provide training and templates for quarterly reporting.

EVALUATION, DATA, AND IMPLEMENTATION

OUSD must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

Creating and submitting invoices and narrative reports: OUSD is required to generate invoices and narrative reports that accurately and comprehensively capture information aligned with the agreed-upon performance measures. These invoices and reports must be submitted upon request. It is important to note that payment will be contingent upon OUSD providing the invoices and narrative reports.

Collecting, maintaining, and tracking participant contact information and demographics: OUSD is entrusted with the task of collecting, maintaining, and continuously tracking participant contact information and demographics. This includes gathering relevant information from participants and ensuring its accurate representation. Additionally, OUSD is responsible for reporting this information to the designated databases on an ongoing basis. By diligently managing participant

demographics, OUSD contributes to the accurate tracking and reporting of program progress and outcomes.

MONITORING AND AUDITS

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse.

The Federal Audit Clearinghouse (FAC) will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the [new FAC](#) hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023 may need to be completely re-started at the new GSA FAC.

CTWI will notify OUSD if an audit will be performed. In the event of an audit, OUSD agrees to:

- Procure or otherwise arrange for the audit and ensure it is properly performed and submitted when due
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit

During the performance period, OUSD agrees that the federal agency or their designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this grant and all funds received. Grantee agrees to maintain such records for possible audit for a minimum of four (4) years after the term of this grant is completed. OUSD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

CLOSEOUT

OUSD will be required to close the grant with CTWI and will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends.

During the closeout process, OUSD must be able to provide documentation for all direct and indirect costs that are incurred. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The OUSD must be able to provide a final narrative and data report describing performance and project outcomes.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (see 2 CFR 2900.15).

TERMS AND CONDITIONS

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Part A: General Award, System for Award Management and Uniform Guidance

A(1.) Compliance and the Order of Precedence

The recipient of this Federal award must assure to fully comply with the rules and requirements specified in the award document. Program requirements may be located in the Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as Training Employment Guidance Letter (TEGL), and the terms outlined in the award document. The list below identifies the hierarchy of authority.

The following order of precedence applies to your activities under this Federal award. In the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements, consult the below order:

1. Workforce Innovation and Opportunity Act, Section 169(c)
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act, 2023 (Public Law 117-328) dated December 29, 2022.
4. Implementing Regulations.
5. Executive Orders and Presidential Memoranda.
6. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR (Code of Federal Regulations) parts 200 and 2900.
7. The U.S. Department of Labor (DOL) or Employment and Training Administration (ETA) directives.
8. Terms and conditions of this award.

By drawing down funds, your organization as the award recipient agrees to the provisions of 2 CFR 200.521, 2 CFR 2900.20, and 2 CFR 2900.21 and is subject to having its award removed as a result of an ALJ decision. As part of this process, the Grant Officer will provide instructions on transition and closeout to both the newly selected grant recipient and to the grant recipient whose positions is affected, or which is being removed.

A(2.) Training and Employment Guidance Letter (TEGL)

The Training and Employment Guidance Letter and any amendments found [TEGL 19-22 | U.S. Department of Labor \(dol.gov\)](#) are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the FOA. Therefore, the expenditure of funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA. **Notice of Award** The funds provided under this Notice of Award (NOA) must be expended according to all applicable Federal statutes, regulations and policies, and the applicable provisions in the appropriations act(s). The funds shall be obligated and expended via a NOA. These obligations and expenditures may not exceed the amount awarded by the NOA unless otherwise amended by the ETA.

A(3.) Approved Statement of Work

This project’s narrative is the approved Statement of Work (SOW). It has been included as Attachment D. If there is any inconsistency between the project narrative and the program statute, appropriation, regulations, Executive Orders, Uniform Guidance, and DOL or ETA directives, the order of precedence (as described in Section A(1). above) will prevail.

A(4.) SF-424, Application for Federal Assistance, and SF-424B, Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this award. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the award recipient is in compliance with the Assurances and Certifications form SF-424B available at [Grants.gov](https://www.grants.gov). The award recipient does not need to submit the SF-424B form separately.

A(5.) Federal Project Officer (FPO) or Point of Contact (POC)

See item number 10 on page 1 of this grant agreement for the Program Official/Federal Project Officer name and contact information.

The individual named as the Program Official/Federal Project Officer is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award amendment process.

A(6.) System for Award Management

System for Award Management (SAM) is the official Federal system that collects, validates, stores, and disseminates business information about the Federal government's trading partners in support of contract awards, grants, and electronic payment processes.

A SAM registration is required for an entity to be able to apply for Federal awards, to request amendments to existing awards, and to enable them to closeout expiring awards. See [Training and Employment Notice \(TEN\) 18-17](#) for additional guidance.

Unless the award recipient is exempt from this requirement under 2 CFR 25.110, the grant award or cooperative agreement recipient must maintain current information in the SAM. This includes information on the recipient’s immediate and highest-level owner and subsidiaries, as well as on all of the recipient’s predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the award recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later.

DOL advises award recipients and other awardees of Federal awards such as cooperative agreements registered in SAM to review their registration information, particularly their

financial information and points of contact. Assistance is available by contacting the Federal Service Desk at [FSD.gov](https://www.fsd.gov). Grant award or cooperative agreement recipients should alert their FPO and contact ETA at ETAAccountingGrants@dol.gov if they find that payments have been paid to a bank account other than their registered bank account.

DOL routinely checks the validity of a grant award or cooperative agreement recipient's SAM registration and verifies that the recipient is not included on the excluded parties list before making an award or approving a modification to an existing award. Failure to have an active SAM registration can delay award recipients from receiving their initial award or requested modifications to their existing awards.

DOL further encourages award recipients to review the expiration date of their SAM registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the award recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the award recipient can continue to request and receive modifications to their existing grants, as well as apply for new funding opportunities. Further, the EIN number must remain active until the award closeout process is fully completed.

A(7.) Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number was replaced by a new, non-proprietary identifier requested in and assigned by [SAM.gov](https://sam.gov). This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about how to access your UEI, please visit the U.S. General Service Administration (GSA), [Unique Entity Identifier Update webpage](#).

If the grant award or cooperative agreement recipient is authorized to make subawards (see definition below in Section A (10.)) under this award, then the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward from the award recipient until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI to the grant award or cooperative agreement recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a UEI.

A(8.) Uniform Guidance Revisions

The Office of Management and Budget issued revisions to 2 CFR parts 25, 170, 183, and 200 (the Uniform Guidance) on August 13, 2020, and February 22, 2021 (technical correction). These revisions became effective November 12, 2020, except for the amendments to 2 CFR 200.216 and 200.340, which were immediately effective on August 13, 2020. The award recipient must operate in compliance with these revised regulations. Please note that the section numbering in the Uniform Guidance has changed in some instances, and this terms and conditions document has been updated accordingly.

A(9.) For-Profit Entities and Profit

For-profit and foreign entities are included in the definition of Non-Federal Entity (NFE) for DOL awards, per DOL's OMB-approved exception found at 2 CFR 2900.2. These entities, along with all other recipients of Federal awards, must comply with the Uniform Guidance found at 2 CFR parts 200 and 2900. The regulation at 2 CFR 2900.2 defines Non-Federal Entity as a state, local government, Indian tribe, institution of higher education (IHE), for-profit entity, foreign public entity, foreign organization or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

The recipient is prohibited from earning a profit resulting from the implementation of this cooperative agreement. As directed in 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized in the Federal award. Additionally, the provision on profit only applies to WIOA Title 1 programs at 20 CFR 683.295.

A(10.) Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

A(11.) Vendor/Contractor Defined

The term "contractor," sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program (see 2 CFR 200.1). These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.331. When procuring contractors for goods and services, DOL/ETA recipients and subrecipients must follow the procurement requirements found at 2 CFR 200.320 (except states, pursuant to 2 CFR 200.317), which calls for free and open competition.

A(12.) Technical Assistance, Resources, and Information

Additional resources, training, and information to assist the award recipient are located on the ETA website, [Resources webpage](#) and on the Grants Application and Management collection page on [WorkforceGPS.org](#). [SMART training](#) is a technical assistance initiative sponsored by DOL/ETA to assist its award recipients and subrecipients in

improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on:

Strategies for sound grant management that include:

Monitoring,
Accountability,
Risk mitigation and
Transparency.

These four themes are woven throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200 and 2 CFR Part 2900). The 508-compliant PowerPoints of the modules may be found on WorkforceGPS.org at the [Resource](#) page.

A(13.) Monitoring, Technical Assistance, and Additional Specific Conditions of Award

All award recipients, including states and territories managing the Unemployment Insurance programs, are subject to 2 CFR 200.208, *Specific conditions*, which indicates that the Federal awarding agency may adjust specific award conditions as needed. A specific condition is based on an analysis of the following factors:

1. Based on the criteria in §200.206, *Federal awarding agency review of risk posed by applicants*;
2. The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;
3. The applicant or recipient's ability to meet expected performance goals as described in 2 CFR 200.211; or
4. A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the non-Federal entity to obtain technical or management assistance; or
6. Establishing additional prior approvals.

Award recipients may be required to obtain technical or management assistance through an established provider/contractor that has been selected or hired by DOL/ETA that may include in-person or remote assistance.

A(14.) Evaluation, Data, and Implementation

Award recipients must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data

and access to program operating personnel and participants in a timely manner.

A(15.) Program Requirements

TEGL-19-22 contains the program requirements for this award.

Part B: Indirect Costs, Budget, and Cost Share (Match)

B(1.) Indirect Cost Rate and Cost Allocation Plan

An award recipient that is claiming indirect costs to a Federal award must have a Negotiated Indirect Cost Rate Agreement (NICRA), Cost Allocation Plan (CAP), or elect to utilize the de minimis rate of 10% of modified total direct costs (MTDC). Indirect (facilities & administrative (F&A)) costs are costs incurred for a common or joint purpose that benefit more than one cost objective and are not readily assignable to one cost objective without specifically benefitting effort disproportionate to the results achieved. Direct costs, by contrast, can be identified specifically with a particular cost objective, such as a Federal award, or other internally or externally funded activity that can be directly assigned to such activities relatively easily with a high degree of accuracy. Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs.

If the DOL serves as the Federal Cognizant Agency (FCA) for the award recipient, then the award recipient must work with DOL's Cost & Price Determination Division (CPDD), which has delegated authority to negotiate and issue a NICRA or CAP on behalf of the Federal Government. More information about the DOL's CPDD is available at DOL's Cost & Price Determination Division (CPDD) their [website](#) and provides guidelines to help develop indirect cost rates, links to the applicable cost principles, and contact information. The CPDD also has Frequently Asked Questions to provide general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals.

If a new NICRA is issued during the award's period of performance, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct cost categories as long as they are consistent with the Budget Flexibility term within this agreement, grant requirements, and DOL regulations on prior approval. However, the total amount of the award will not be increased.

- (1) The award recipient has a federally approved NICRA or CAP covering the entirety or a portion of the grant period of performance is included as Attachment E. If the NICRA or CAP covers only a portion of the period of performance, a new approved NICRA or CAP will need to be provided for the remaining portion of the period of performance. Once approved, the NICRA or CAP must be submitted to your Federal Project Officer.

- (2) The award recipient has elected to use the De Minimis Rate of 10% of Modified Total Direct Costs (MTDC). To avoid a serious inequity in the distribution of indirect cost, DOL defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, and travel up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward or subcontract in excess of \$25,000.

See 2 CFR 200.414(f) for more information on use of the de minimis rate. Please be aware that incurred indirect-type costs (such as but not limited to top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are recovered as part of charging the de minimis rate.

To use de minimis, the award recipient must not have a current negotiated (including provisional) rate.

A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs and cannot utilize the de minimis rate in accordance with 2 CFR 200.414(f).

De minimis may be used indefinitely. If the award recipient elects to utilize the de minimis rate, this methodology must be used consistently for all Federal awards until such time as the award recipient chooses to negotiate for an indirect cost rate, which the award recipient may apply to do at any time.

- (3) The award recipient has claimed indirect costs on the SF-424A; however, an approved NICRA or CAP approved by the FCA was not provided and the award recipient did not elect to utilize the de minimis rate of 10% of MTDC. An approved NICRA or CAP must be submitted to the Grant Officer, or the award recipient must elect to utilize the de minimis rate of 10% of MTDC in order to charge indirect costs to the Federal award.

URGENT NOTICE: Estimated indirect costs have been specified on the SF-424A Budget Information form, however only the de minimis rate of 10% of MTDC will be released to support the indirect costs in the absence of a NICRA or CAP approved by the FCA.

The remaining funds which have been awarded for indirect costs are restricted and may not be used for any purpose until the recipient provides a signed copy of the NICRA or CAP. As the grant award or cooperative agreement recipient, the recipient must submit an indirect cost rate proposal or CAP to their FCA.

Alternatively, the award recipient may request the de minimis rate if eligible in accordance with 2 CFR 200.414(f).

As the award recipient, the recipient must submit an indirect cost rate proposal or CAP. If the FCA for indirect costs is DOL, these documents should be submitted to the DOL's Cost & Price Determination Division (CPDD). Otherwise, they should be submitted to the award recipient's FCA. Alternatively, the award recipient may request the de minimis rate if eligible (see section b. above). In addition, the recipient must notify the FPO that the documents have been submitted to the appropriate FCA.

If the award recipient does not submit a NICRA proposal within 90 days of award, they will be limited to the de minimis rate of 10% of Modified Total Direct Costs (MTDC).

- (4) The award recipient elected to exclude indirect costs from the proposed budget. F&A costs should only be classified as direct costs if they meet the conditions specified in 2 CFR 200.413(c).

If indirect costs are misclassified as direct costs, per the guidelines at 2 CFR 200.412 - 414, such costs may become disallowed through an audit or compliance review conducted by a Federal staff person. Please be aware that incurred indirect costs (such as but not limited to top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the cost principles contained in the Uniform Guidance will be charged.

B(2.) Indirect Cost Rate – Financial Reporting for NICRA and De Minimis

All award recipients with an approved NICRA or de minimis rate must report indirect costs on their **FINAL** ETA-9130 Financial Report. If an award recipient has a NICRA and a CAP, only the indirect costs tied to the NICRA are reported on the FINAL ETA-9130 Financial Report. The grant recipient may refer to the [ETA-9130 Report](#) for additional guidance.

B(3.) Budget - Approved

The award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A; 2) the SF-424A, included as Attachment B; and 3) the Budget Narrative, included as Attachment C. The award recipient must confirm that all costs are allowable, reasonable, necessary, and allocable before charging any expense. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR part 200 and 2 CFR part 2900 or as a

part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed upon outcomes or deliverables will require a request for modification and prior approval from the Grant Officer.

If the period of performance will include multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance terms and conditions of the Federal award.

Unless otherwise authorized in a grant award or cooperative agreement or subsequent modification, recipients must expend funds with the shortest period of availability first (20 CFR 683.110).

B(4.) Budget Flexibility

Award recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the SOW and agreed upon outcomes or deliverables require a request for modification and approval from the Grant Officer.

Any request for a budget modification or non-competing extension of the final budget should be submitted to the Grant Officer, in writing, at least 30 days before the Period of Performance is scheduled to expire. Such requests usually are for a period of up to 12 months.

As directed in 2 CFR 200.308(f), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), the transfer of funds among direct cost categories or programs, functions, and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Federal awarding agency, the award recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424A do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget. It is recommended that the assigned Federal Project Officer or point of contact review any within-line changes to the award recipient's budget prior to implementation to ensure they do not require a modification.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

Part C: Funds Management

C(1.) Funds – Payment Management System (PMS)

Upon receipt of a NOA, in order to draw funds from the U.S. Department of Health and Human Services (HHS) [Payment Management System \(PMS\)](#), an active account must be established. To establish an account, award recipients must complete an SF-1199A and PMS Access form (shown as the PMS New User Access Request on the [PMS website](#)) (User Access). DOL is responsible for completing portions of the SF-1199A and submitting the completed SF-1199A to the Division of Payment Management, which operates PMS. Federal award recipients do not need to complete these forms if they already have an account with PMS.

C(2.) Funds - Return & Refunds

DOL does not accept paper checks for any type of returned funds. For active grants, all return of funds are to be submitted electronically through the PMS operated by the HHS via the same method as a drawdown. For grants that have been cancelled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via the [Pay.gov](#) website.

If there are questions regarding the return of funds, or your organization no longer has access to PMS, contact the DOL/ETA, Office of Financial Administration via email at: ETA-ARteam@dol.gov for further assistance.

Part D: Costs - Limitations, Items, and Restrictions

D(1.) Consultants

For the purposes of this grant award, the Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$815.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

D(2.) Equipment

The award recipient(s) must submit a request to purchase equipment and receive **prior approval** from the Grant Officer as defined in the Uniform Guidance at 2 CFR 200.1. A request to purchase equipment will be reviewed and approved in a modification to the award. Prior approval is required only when the per unit's acquisition cost is \$5,000 or more regardless of the non-Federal entity's capitalization threshold. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Being awarded this grant **does not** automatically mean that the equipment specified in the approved budget or SOW is approved by the Grant Officer. Unless approval is provided in the grant agreement remarks, the recipient must submit a detailed list describing the planned purchases to the FPO for review within 90 days of the NOA date. Recipients are strongly encouraged to submit requests to purchase equipment as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow-up activities), whichever comes first. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item will be rescinded.

D(3.) Pre-Award Costs

All costs incurred by the award recipient prior to the start date specified in the grant award issued by the Department are **incurred at the recipient's own expense**.

D(4.) Program Income

The Addition method as described in 2 CFR 200.307 must be used in allocating any program income generated for this awards award. The award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). The DOL will require any program income remaining at the end of period of performance to be returned to DOL. In addition, award recipient(s) must report program income on the quarterly financial report using the applicable ETA-9130 or SF-425 reports.

D(5.) Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or TEGL, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the award.

D(6.) Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

D(7.) Travel – Foreign

Foreign travel is not allowable except with prior written approval from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. All travel, both domestic and Grant Officer approved foreign travel, must comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

D(8.) Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

D(9.) Conferences and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal award. Award recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

D(10.) Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences and conventions or training seminars funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the [Hotel-Motel National Master List](#) to see if a property is in compliance, or to find other information about the Act.

Part E: Reporting, Audit, and Closeout

E(1.) Reports – Financial Reports

All ETA award recipients are required to submit quarterly financial and narrative progress reports for each award.

- 1) **Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. ETA-9130 reports are due by the 15th day of the second month after each calendar-year quarter. A final financial report must be submitted no later than 120 calendar days after the quarter encompassing the award end date ends, or 120 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. For additional guidance on ETA’s financial reporting, reference [ETA-9130 Financial Reporting Resources](#).

The instructions for accessing both the online financial reporting system and the HHS PMS can be found in the transmittal memo accompanying this NOA.

E(2.) Reports – Narrative Progress Reports

- 1) **Narrative Progress Reports.** Award recipients are required to submit quarterly and final narrative reports on grant activities funded under this award. All reports are due by the 15th day of the second month after each calendar-year quarter.
 - a) The last quarterly progress report that award recipients submit will serve as the grant’s Final Performance Report. This report should provide both *quarterly and cumulative* information on the award’s activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
 - b) The award recipient shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.

The award recipient shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

E(3.) Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)

Applicable to grants and cooperative agreements:

- 1) Reporting of first-tier subawards.
 - a) *Applicability.* Unless the award recipient is exempt as provided in paragraph [4.] of this award term, the award recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph [5.] of this award term).
 - b) *Where and when to report.*
 - I. The Federal entity or Federal agency must report each obligating action described in paragraph [1.a.] of this award term to FSRS.gov.
 - II. For subaward information, the recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November

7, 2010, the obligation must be reported by no later than December 31, 2010.)

- c) *What to report.* The award recipient must report the information about each obligating action that the submission instructions posted at FSRS.gov specify.

2) Exemptions.

If, in the previous tax year, the award recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

- a) Subawards; and
- b) The total compensation of the five most highly compensated executives of any subrecipient.

3) Definitions.

For purposes of this award term:

- a) *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b) *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:
 - I. A Governmental organization, which is a State, local government, or Indian tribe;
 - II. A foreign public entity;
 - III. A domestic or foreign nonprofit organization; and
 - IV. A domestic or foreign for-profit organization.
- c) *Executive* means officers, managing partners, or any other employees in management positions.
- d) *Subaward*:
 - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant recipient received this award and that the grant recipient as the recipient award to an eligible subrecipient.
 - II. The term does not include the award recipient's payment to a contractor, as defined in 2 CFR 200.331, for property and services needed to carry out the project or program.
 - III. A subaward may be provided through any legal agreement, including an agreement that the grant recipient or a subrecipient considers a contract.
- e) *Subrecipient* means a non-Federal entity or Federal agency that:
 - I. Receives a subaward from the award recipient under this award; and
 - II. Is accountable to the grant recipient for the use of the Federal funds provided by the subaward.
- f) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - I. *Salary and bonus.*
 - II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance

with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- III. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- V. *Above-market earnings on deferred compensation which is not tax-qualified.*
- VI. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

E(4.) Integrity and Performance Matters – FAPIIS (For awards exceeding \$500,000)

- 1) If the total value of the currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
- 2) Proceedings about which the award recipient must report. Submit the information required about each proceeding that:
 - a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b) Reached its final disposition during the most recent 5-year period; and
 - c) Is one of the following:
 - I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
 - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grant recipient payment of either monetary fine or penalty

of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or

- IV. Any other criminal, civil, or administrative proceeding if:
- a. It could have led to an outcome described in Paragraph 2.c.I, II, or III of this award term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grant recipient's part; and
 - c. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting procedures. Enter in SAM, Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in Paragraph 2 of this award term. The award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.

4) Reporting frequency. During any period of time when the award recipient is subject to the requirement in Paragraph 1 of this award term, the award recipient must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the award recipient has not reported previously or to affirm that there is no new information to report.

5) Definitions. For purposes of this award term:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
 - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
 - II. The value of all options, even if not yet exercised.

E(5.) Audits

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse.

The Federal Audit Clearinghouse (FAC) will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the [new FAC](#) hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023 may need to be completely re-started at the new GSA FAC.

E(6.) Audit Submission Deadline Extension Related to Major Disaster Areas

OMB announced on the [FAC website](#) that a six-month single audit submission extension is available to non-federal entity recipients in Puerto Rico, Alaska, Florida, South Carolina, and North Carolina that have due dates between September 18, 2022, and December 31, 2022. Although the extension is due to complications created by various weather-related events, the extension is available to all recipients in each of the states and not just those located in certain areas of the states most significantly impacted. OMB encourages recipients in less affected areas to submit their reports as soon as possible.

E(7.) Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the DOL. The grant award and cooperative agreement recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's [Grant Closeout](#) webpage for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (see 2 CFR 2900.15).

Part F: National Policy and Restrictions

F(1.) Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

F(2.) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

F(3.) Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

F(4.) Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by Federal Emergency Management Agency (FEMA).

F(5.) Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the award recipient, subrecipient or a contractor purchases ownership under an award (including but not

limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)’s, Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

F(6.) Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, grant award and cooperative agreement recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor’s award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity.

The term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.”

F(7.) Personally Identifiable Information

The award recipient(s) must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in [TEGL No. 39-11, Guidance on the Handling and Protection of PII](#).

F(8.) Publicity and Lobbying/Advocacy

Publicity - Pursuant to P.L. 117-328, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Lobbying/Advocacy - Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

F(9.) Telecommunications Prohibition

Award recipients must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020).

Grant award and cooperative agreement recipients, and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

F(10.) Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient give the veteran or

eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients must comply with the DOL guidance on veterans' priority. ETA's [TEGL No. 10-09](#) (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

F(11.) Waste, Fraud and Abuse

No entity receiving Federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

F(12.) Whistleblower Protection

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

F(13.) Executive Order 12928 – Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities

Pursuant to Executive Order (EO) 12928, the award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

F(14.) Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

F(15.) Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national

origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with [DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency](#), 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to [LEP.gov](#).

F(16.) Executive Order 13513 - Federal Leadership On Reducing Text Messaging While Driving

Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), or while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the Government. Award recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

F(17.) Public Law: The Build American, Buy America Act (BABAA)

The Build America, Buy America Act ("BABAA") was enacted on November 12, 2021 as part of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58. With the passage of the IIJA, federal financial assistance projects for infrastructure must comply with domestic content procurement preference requirements established in BABAA Section 70914. These requirements went into effect May 14, 2022. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under an award to be domestically manufactured. Covered activities include the construction, alteration, maintenance, or repair of public infrastructure, including buildings and real property (See OMB Memorandum M-22-11).

F(18.) Salary and Bonus Limitations

Pursuant to P.L. 117-328, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](#) website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government

employees, and the size of the organizations that administer Federal programs involved including DOL programs. See [TEGL 5-06](#) for further clarification.

F(19.) Harassment Prohibited

The grant recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

- i. Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:
- ii. Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or
- iii. Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or
- iv. Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.
- v. Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

F(20.) Intellectual Property, Open Licensing Rights, and the Bayh-Dole Act

As required at 2 CFR 2900.13, any intellectual property developed under a discretionary Federal award process must be licensed under an open license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient.

All small business firms, and non-profit organizations (as defined in the link below, and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and at [Bayh-Dole Act Required ETA Grant Term](#). To summarize, these requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up

license to use any invention conceived or first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights term above.

F(21.) Procurement

The Procurement Standards found in the Uniform Guidance at 2 CFR 200.318-327 require all award recipients and subrecipients to conduct procurement transactions in a manner that promote practical, open, and free competition. The award recipient’s description in the SOW of a specific entity that will provide goods or services does not constitute approval or justification of sole-source procurement from this entity.

The Uniform Guidance (at 2 CFR 200.317) requires States (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The State must comply with 2 CFR 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327.

Part G: National Prohibitions and Other Restrictions

G(1.) Contracting with Corporations with Felony Criminal Convictions Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

G(2.) Contracting with Corporations with Unpaid Tax Liabilities Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

G(3.) Trafficking in Persons Prohibited

1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a) *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient’s employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II.DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a) I. of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a) I. of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I.Is determined to have violated an applicable prohibition in paragraph a(I) of this grant award term; or

II.Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a(I) of this grant award term through conduct that is either—

- (A). Associated with performance under this award; or
- (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I.The award recipient must inform DOL immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II.DOL’s right to terminate unilaterally that is described in paragraph a.II or b of this section:

- (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- (B). Is in addition to all other remedies for noncompliance that are available to DOL under this grant award.

III. The award recipient must include the requirements of paragraph a) I. of this award term in any subaward the award recipient make to a private entity.

d. *Definitions.* For purposes of this award term:

I. “Employee” means either:

(A). An individual employed by the grant award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this grant award and not compensated by the grant recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. “Private entity”:

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

G(4.) Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care’s HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals’ religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

G(5.) Health Benefits Coverage for Abortions Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

G(6.) Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 117-328, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

“(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

(B) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

(C) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:

- (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
- (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
- (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
- (iv) negotiating settlements; or
- (v) making recommendations regarding litigation.

(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

(3) For purposes of this subsection—

- (A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;
- (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and
- (C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

G(7.) Blocking Pornography Required

Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

G(8.) Privacy Act

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

G(9.) Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-328, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB’s [List of Products Produced by Forced or Indentured Child Labor](#) webpage.

G(10.) Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

G(11.) Public Communications – Certain Information Requirement

Pursuant to P.L. 117-328, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- 1) The percentage of the total costs of the program or project which will be financed with Federal money;
- 2) The dollar amount of Federal funds for the project or program; and
- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

G(12.) Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

G(13.) Restrictions Against the Creation or Research of Embryos

Pursuant to P.L. 117-328, Division H, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

2. **Term.**

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: 3/1/2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: 9/30/2026

3. **Compensation.** VENDOR may impose the following costs on families and students: _____

12. **Legal Notices.**

OUSD

Site/Dept: Legal Department
Address: 1011 Union Street, Site 946 City,
ST Zip: Oakland, CA 94607 Phone:
510-879-5060
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Beli Acharya
Address: 7750 Pardee Ln. Ste 100 City,
ST Zip: Oakland, CA 94621-1492 Phone:
646-338-7367
Email: Beli@ctwi-btca.org

16. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

17. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

19. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.