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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

December 10, 2014

To: Board of Education

From: Antwan Wilson, Superintendent

Subject: **District Accepting Grant Award**

ACTION REQUESTED:

Approval and support by the Board of Education of District for acceptance of the grant agreement for the City of Oakland, KIDS FIRST! Oakland Fund for Children and Youth Grant, providing community-related programs and activities for fiscal year 2014-2015, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant award for KIDS FIRST! Oakland Fund for Children and Youth Grant for the grant period of July 1, 2014 through June 30, 2015. The Grant Face Sheet and grant award are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
14-2213	Yes	Grant	Oakland Unified School District Pre-K, Elementary, Middle, and High Schools	For the community-related summer learning programs and activities.	July 1, 2014 through June 30, 2015	City of Oakland, KIDS FIRST! Oakland Fund for Children and Youth Grant	\$80,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

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

- Grants valued at: \$ 80,000.00

RECOMMENDATION:

Approval and support by the Board of Education of District for acceptance of the grant agreement for the City of Oakland, KIDS FIRST! Oakland Fund for Children and Youth Grant, providing community-related programs and activities for fiscal year 2014-2015, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Grant Face Sheet

Grant Agreement

Schedule A and B: Scope of Work and Budget Narrative

Schedule N and N-1: Living Wage Ordinance

Combined Schedules: C-1, P, U, and V

OUSD Grants Management Face Sheet

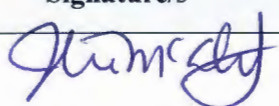
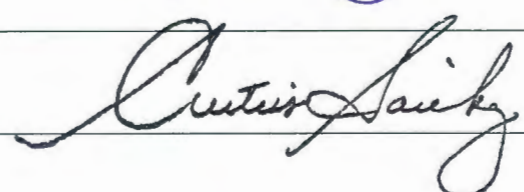
Title of Grant: Kids First! Oakland Fund for Children and Youth Grant	Funding Cycle Dates: July 1, 2014 – June 30, 2015
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Terry Hill, OFCY Program Analyst Department of Human Services City of Oakland One Frank H. Ogawa Plaza Oakland, CA 94612 THill@oaklandnet.com	Grant Amount for Full Funding Cycle: \$80,000.00
Funding Agency: City of Oakland Oakland Fund for Children and Youth (OFCY) One Frank H. Ogawa Plaza Oakland, CA 94612	Grant Focus: Community-related summer programming and activities
List all School(s) or Department(s) to be Served: Oakland Unified Schools: Pre-K, Elementary	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant would support the Summer Pre-K program, which provides a 4 week summer camp experience for incoming kindergartners who have never experienced formal preschool or licensed childcare. After attending camp, students and their families have greater levels of Kindergarten Readiness at the start of the school year. The SPK program is designed to provide children with an opportunity to learn in a developmentally appropriate classroom environment and expose them to social experiences and develop various skills necessary for success in kindergarten. Parent workshops are also offered through this program, as are child developmental screenings.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.94% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	The Kindergarten Readiness Survey will measure the impact on student achievement. Students will be tested for first sound fluency using the Kindergarten DIBELS assessment in the fall of their kindergarten year.
Does the grant require any resources from the school(s) or district? If so, describe.	District will cover administration and custodial costs for use of facilities during the summer, utilizing central summer resources.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.94% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No


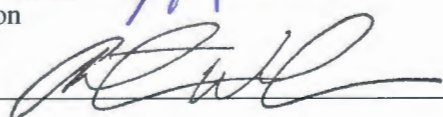
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<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Julie McCalmont, Coordinator, Summer Learning Programs Oakland Unified School District Community Schools and Student Services Department 746 Grand Avenue Oakland, CA 94610 (510) 273-1576 Julie.McCalmont@ousd.k12.ca.us</p>
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Julie McCalmont		11/7/14
Department Head (e.g. for school day programs or for extended day and student support activities)	Curtiss Sarikey		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Antwan Wilson		

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

Whereas, pursuant to City of Oakland Resolution No 85060 C.M.S., the Council has authorized the City Administrator or her designee to enter into this Agreement in accord with the City's ordinances and applicable provisions of the Oakland City Charter for a ***KIDS FIRST! Oakland Fund for Children and Youth*** grant; and OAKLAND UNIFIED SCHOOL DISTRICT

Whereas, Recipient has submitted an application for said funds to the City to obtain funding for Recipient's community-related programs and activities provided in Oakland;

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of July 1, 2014 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OAKLAND UNIFIED SCHOOL DISTRICT ("Recipient" or "Grantee").

2. Scope of Work

Recipient agrees to perform the community-related program work, services, or conditions of grant ("Work") set forth in **Schedule A** attached to this Agreement and incorporated herein by reference.

Recipient shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment.

3. Grant-Funded Program Documents and Provisions

Grantee, by executing this Agreement, is responsible for fiscal and programmatic compliance with all Agreement terms. The Project Manager for the City shall be Sandra Taylor, Children and Youth Services Manager.

- a. Evaluation. Grantee is required to cooperate and collaborate with Oakland Fund for Children and Youth (OFCY) evaluation consultants; guidelines for participation and requirements will be provided by OFCY.
- b. Technical Assistance. Grantee is required to attend periodic sessions designed for technical assistance purposes.
- c. Grantee will also perform or arrange for the performance of Work under this Agreement in accordance with City of Oakland rules, regulations and policies and applicable federal and state laws.

4. Time of Performance

The grant term shall be for one year beginning July 1, 2014 and shall end on June 30, 2015.

5. Grant Funding, Method of Disbursal, Receipts

Grantee will be paid for performance of the Scope of Work in an amount that will be based on actual costs but that will be “Capped” so as not to exceed the sum of EIGHTY THOUSAND DOLLARS (\$80,000) (“Authorized Funds”) in fiscal year 2014 - 2015 based on the scope of services and deliverable tasks in **Schedule A** and the budget by billing rates in **Schedule B** (Budget and Budget Narrative). The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if Grantee’s actual costs and expenses exceed the Capped amount. Payment due on completion and acceptance of deliverables as specified in the Scope of Services.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of FORTY THOUSAND DOLLARS (**\$40,000**), 50% of total grant amount for Year Round programs. The advance will be offset against the payments to Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed.

Payments shall be made on a reimbursement basis, payable quarterly upon submission of:

- a. A quarterly invoice, supported by detailed documentation, sufficient to support payment; and
- b. A quarterly progress report confirming compliance with service goals established by this Agreement, specified in **Schedule A**.

In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty-five (25) percent of the total annual project amount. Failure to secure at least a twenty-five (25) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty-five (25) percent reduction in the total amount of compensation paid to Grantee.

The documents submitted for all payments shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee’s failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Oakland Fund for Children and Youth funding during the following twelve months.

The City shall have the right, but not the obligation, to make disbursements directly to subcontractors, fiscal partners or other third parties performing work under this Agreement when the City deems such direct payments advisable, and Grantee hereby assigns the right to receive grant proceeds to such third parties, said assignment conditioned on the City electing to exercise its third-party payment rights under this provision. However, this provision in no way is intended to waive or release Grantee from its responsibility to make timely payments to subcontractors, fiscal partners or other parties performing work under this Agreement.

All obligations incurred in the performance of this Agreement must be reported to the City within sixty (60) days following the termination of this Agreement. No claims submitted after the sixty-day period will be recognized as binding upon the City for reimbursement.

6. Evaluation and Monitoring

Grantee agrees to comply with data requests from the OFCY outside evaluation provider as well as from the OFCY staff for purposes of evaluating program and fund performance. Grantee is required to input client and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee will be required to sign a Memorandum of Understanding with CitySpan, Inc. to use their database for the purposes described above. Grantee is required to have all clients sign a Release of Information Form stating that the client gives permission for the Grantee to input their information into the database.

Grantee agrees to allow City of Oakland staff complete a site visit at least once (1) annually to visually observe OFCY programs in operation (when appropriate), provide documentation related to the financial health of the overall organization and the appropriation of OFCY program funds, and to review documents related to the program management (such as case files) of the OFCY program and the overall organization. If it is appropriate, City of Oakland staff may make unannounced visits to observe OFCY programs in operation.

Grantee is required to have every enrolled client (and their parent, guardian, or other legally authorized representative if a minor) sign a Release of Information Form giving consent to being evaluated by the City and the designated evaluation consultant, including sharing information with and from Oakland Unified School District.

Grantee agrees to participate and assist in all evaluation activities prescribed by OFCY and its' evaluator, including but not limited to site visits, surveys, assessments, interviews, and quarterly evaluation meetings. Grantee agrees to communicate with the OFCY outside evaluator in a timely fashion.

7. Recipient Rights, Responsibilities, and Qualifications

- a. Independent Contractor - The parties expressly agree that Recipient is not an employee or independent contractor of the City of Oakland. Recipient has and shall retain the right to exercise full control and supervision of the Work, and full control over the employment, direction, compensation and discharge of all persons assisting Recipient in the performance of Work hereunder. Recipient shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Recipient's own acts and those of Recipient's subordinates and employees. Recipient will determine the method, details and means of performing the Work described in **Schedule A**. Recipient is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the grant payments paid by the City to Recipient for Work under this Agreement. On request, Recipient will provide the City with proof of timely payment. Recipient agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Recipient's failure to comply with this provision.
- b. Grantee's Qualifications - Grantee represents that Grantee has the qualifications and skills necessary to perform the Work under this Agreement in a competent and professional manner without the advice or direction of The City. This means Grantee is able to fulfill the requirements of this Grant Agreement. Failure to perform all of the Work required under this Grant Agreement will constitute a material breach of the Agreement and may be cause for termination of Grant Funding and the Agreement. Grantee has complete and sole discretion for the manner in which the work under this Grant Agreement is performed.
- c. Fiscal Agency Responsibility - This Agreement between the City and Grantee assumes inherent responsibility regarding fiscal agency. In the case of a subcontract or fiscal partnership, the City holds Grantee legally liable for all aspects of the contract including but not limited to project implementation, fiscal management, and communication with the City regarding the subcontract or fiscal partner activities. As a fiscal sponsor or agent, Grantee is expected and authorized to manage the finances of the grant; monitor and deliver program activities of subcontracting or partner agencies; provide fiscal oversight and support to subcontracting or partner agencies; conduct fiscal review, site visits, and deliver necessary support to subcontracting or partner agencies; communicate with the City regarding the subcontract or fiscal partnership; review, approve, and submit reports, invoices, scope of work revision requests, and budget revision requests to the City; pick up warrants; terminate contracts with subcontracting or fiscal partner agencies with the approval of the City, if necessary; and assume full fiscal responsibility of contract, subcontract, and fiscal partnership.
- d. Publicity - Any publicity or marketing materials generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, must follow these guidelines:

- i. Attribution of Funding - Any publicity or marketing materials generated by Grantee for the project will make reference to the contribution of the City of Oakland's Oakland Fund for Children and Youth (OFCY) in making the project possible. The words "Oakland Fund for Children and Youth" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles.
- ii. Marketing Material - The OFCY logo must be clearly placed on all pieces of publicity and marketing material, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles. City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the project funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

8. Audit

Recipient shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Recipient shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Recipient under this Agreement.

9. Assignment

Recipient shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

10. Conflict of Interest

a. Recipient

The following protections against conflict of interest will be upheld:

- i. Recipient certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

- ii. Recipient certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Recipient shall immediately notify the City of any real or possible conflict of interest between Work performed for the City and for other clients served by Recipient.
- iv. Recipient warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Recipient shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Recipient further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Recipient to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Recipient or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Recipient agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Recipient's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Recipient understands that in some cases Recipient or persons associated with Recipient may be deemed a “city officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Recipient further understands that, as a public officer or official, Recipient or persons associated with Recipient may be disqualified from future City contracts to the extent that Recipient is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Recipient shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

11. Non-Discrimination/Equal Employment Practices

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

- a. Recipient and Recipient’s subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Recipient and Recipient’s Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Recipient that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Recipient shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by

executing **Schedule C-1** (“Declaration of Compliance with the Americans with Disabilities Act,”) attached hereto and incorporated herein.

- d. If applicable, Recipient will send to each labor union or representative of workers with whom Recipient has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers’ representative of Recipient’s commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12. Local and Small Local Business Enterprise Program - - For Profit and Not-for-Profit Entities

- a. *Requirement* - There is a twenty percent (20%) minimum participation requirement for all grant agreements \$50,000 or more. Recipients shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be wholly satisfied by a certified local grant recipient or may be satisfied by a certified, local and/or small local for profit or non-profit sub-consultant(s). For profit or nonprofit entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement.
- b. *Good Faith Effort*-In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. *Incentives* – Upon satisfying the twenty percent requirement, a recipient will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. *The Exit Report and Affidavit (ERA)* – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator’s Office of Contract Compliance & Employment Services along with a *copy* of the final progress payment application.
- e. *Joint Venture and Mentor Protégé Agreements*. If a grant recipient is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- f. Recipient shall submit information concerning its board, officer and workforce composition (nonprofit organizations) or ownership and workforce composition (for-

profit organizations), as well as its subcontractors and suppliers, by completing **Schedule D** (“Ownership, Ethnicity & Gender Questionnaire ”),.

- g. All affirmative action efforts of Recipient are subject to tracking by the City. This information or data shall be used for statistical purposes only. All recipients are required to provide data regarding the make-up of their subcontractors and agents who will perform work under City grant agreements, including the race and gender of each employee and/or members of a nonprofit board and officers or for-profit owners job titles or functions and the methodology used by Recipient to hire or contract subcontractors or suppliers.
- h. In recruitment of subcontractors, the City of Oakland requires all recipients to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- i. In recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all recipients to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

13. Living Wage Ordinance

If the Funds disbursed under this Agreement is equal to or greater than \$100,000 in a 12-month period (Oakland Municipal Code Chapter 2.28), then Recipient must comply with the Oakland Living Wage Ordinance The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of City Financial Assistance Recipients (“CFARs”) (Ord. 12050 § 1, 1998). When applicable, the Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the recipient must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – As of July 1, 2014, the minimum compensation for Grantee’s employees who perform services under or related to the Grant Agreement is the hourly wage rate of \$12.27 per hour with health benefits \$14.10 per hour without health benefits. Recipient agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.83 per hour. Recipient shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Recipient shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Recipient shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Recipient shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Recipient shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Recipient shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Recipient shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Recipient shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Recipient shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

14. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Recipients(consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394, 2001)

The following Recipients are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Recipient's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this Chapter 2.32 shall not apply to subcontracts or subcontractors of any contract or Recipient

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1** – Equal Benefits-Declaration of Nondiscrimination.

15. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Recipients that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Recipient must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

16. Nuclear Free Zone Disclosure

Recipient represents, pursuant to **Schedule P** (“Nuclear Free Zone Disclosure Form”), that Recipient is in compliance with the City of Oakland’s restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Recipient shall complete **Schedule P**, attached hereto.

17. Insurance

Unless a written waiver is obtained from the City’s Risk Manager, Recipient must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.

18. Indemnification

Recipient shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys’ fees and costs) or liability (collectively called “Actions”) on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement by Recipient, its officers, employees, subconsultants or agents.

Recipient acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Recipient by City and continues at all times thereafter.

All of Recipient’s obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

19. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

20. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

21. Religious Prohibition

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

22. Business Tax Certificate

Recipient shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

23. Termination For Cause or Non-Appropriation

The City may suspend reimbursement payments immediately and may terminate this Agreement in the event Recipient breaches any of its material obligations provided for in this Agreement and such breach is not corrected or cured within a reasonable time not to exceed thirty (30) days after receipt of written notice of such breach.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2015.

24. Termination for Lack of Appropriation

City's obligations under this Agreement are contingent upon continued Kids First! funding. The City may terminate this Agreement on thirty (30) days' written notice to Recipient without further obligation if said grant funding is withdrawn or otherwise becomes unavailable for continued funding of the grant work or activity funded hereunder. Termination notice shall be made in accordance with the "Notices" section of this Agreement.

25. Governing Law

This Agreement shall be governed by the laws of the State of California.

26. Notice

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

(City of Oakland)

Sandra Taylor, Manager
City of Oakland
Department of Human Services
150 Frank H. Ogawa Plaza, Suite 4216
Oakland, CA 94612-2092

Oakland Unified School District
1000 Broadway
Oakland, CA 94607

Attn: Julie McCalmont

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

27. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Work by Recipient for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of the Work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

28. Modification

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

29. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed

by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

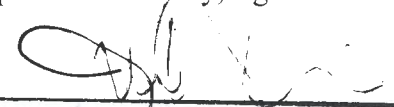
30. Inconsistency

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

31. Approval

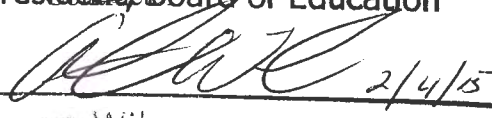
If the terms of this Agreement are acceptable to Recipient and the City, sign and date below.

City of Oakland,
a municipal corporation



James Harris
Oakland Unified School District
President, Board of Education

(City Administrator's Office) (Date)



Antwan Wilson
(Signature) (Date)
Secretary, Board of Education

(Department Head Signature) (Date)

Business Tax Certificate No.


Approved as to form and legality:

85060

Resolution Number

(City Attorney's Office Signature) (Date)

Accounting Number

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion McWilliams Attorney at Law
Assistant General Counsel

OUSD or District verifies that
the Contractor does not appear on
the Excluded Parties List at
www.epls.gov/epls/search.do.

Schedule Q
INSURANCE REQUIREMENTS

(Revised 01/01/14) - DKG

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

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

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

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

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/Errors and Omissions insurance** appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b. Terms Conditions and Endorsements

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

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

- v. Certificate holder is to be the same person and address as indicated in the “Notices” section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

j. Higher Limits of Insurance

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

SCHEDULE A & B

Scope of Work and Budget Narrative

COVER PAGE

Strategy Area

Healthy Development of Young Children

Strategy

Pre-Kindergarten Summer Camp

Applicant/Fiscal Sponsor

Organization/Public Agency Name

Oakland Unified School District

Contact First Name

Julie

Contact Last Name

McCalmont

Contact Title

Coordinator, Summer Learning Programs

Address City State Zip

746 Grand Ave.

Oakland

CA

94610

Telephone Fax

510-273-1576

510-273-1581

E-mail

julie.mccalmont@ousd.k12.ca.us

Project Title

Summer PreK Camp

Project Description (600 character max.)

The OUSD Summer PreK program provides a 4-6 week week summer camp experience for incoming kindergartners who have never experienced formal preschool or licensed childcare. The SPK program is designed to provide children with an opportunity to learn in a developmentally appropriate classroom environment and expose them to social experiences and develop various skills necessary for success in kindergarten. Parent workshops are also offered through this program, as are child development screenings.

Designation

- Small and Emerging Organization (current organizational budget of 350K or less)
- Collaborative
- Single Agency Applicant

DEMOGRAPHICS

Oakland Unified School District - OUSD Summer Pre-K - Oakland Unified School District - OUSD Summer Pre-K

Total Unduplicated Youth Participants 30

Total Unduplicated Adult Participants 4

Race or ethnicity (required)	Count	% to be Served
African American	10	33.33%
Latino/Hispanic	14	46.67%
Asian/Pacific Islander	4	13.33%
Native American/Alaskan Native	0	0.00%
Caucasian	1	3.33%
Multiracial or Biracial	1	3.33%
Other	0	0.00%
Total	30	
Age to be Served (required)		
0 - 5 years	30	100.00%
6 - 10 years	0	0.00%

African American	10	33.33%
Latino/Hispanic	14	46.67%
Asian/Pacific Islander	4	13.33%
Native American/Alaskan Native	0	0.00%
Caucasian	1	3.33%
Multiracial or Biracial	1	3.33%
Other	0	0.00%
Total	30	
Age to be Served (required)		
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6 - 10 years	0	0.00%

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Asian/Pacific Islander	4	13.33%
Native American/Alaskan Native	0	0.00%
Caucasian	1	3.33%
Multiracial or Biracial	1	3.33%
Other	0	0.00%
Total	30	
Age to be Served (required)		
0 - 5 years	30	100.00%
6 - 10 years	0	0.00%

11 - 15 years		00.00%
16-20 years		00.00%
Total		30
Gender (required)	# to be Served	% to be Served
Female		12 40.00%
Male		18 60.00%
Transgendered		00.00%
Total		30
Populations	# to be Served	% to be Served
Foster child/ youth		00.00%
Homeless child/youth		00.00%
Limited- or non-English speaking child/youth, or child/youth of non-English speaking parents	12	40.00%
LGBTQQI		00.00%
Teenage parent		00.00%
Youth in the juvenile justice system		00.00%
Other		00.00%
Total		12

BUDGET

Oakland Unified School District - OUSD Summer Pre-K - Oakland Unified School District - OUSD Summer Pre-K

PERSONNEL

Lead Agency Positions	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
SPK Teacher	6082	1.00	6,082.00	6082	.00
Narrative for the row above					
Teacher for Bella Vista Elem. SPK classroom					
SPK Teacher	6082	1.00	6,082.00	6082	.00
Narrative for the row above					
Teacher for Brookfield SPK Classroom					
SPK Instructional Aide	3928	1.00	3,928.00	3928	.00
Narrative for the row above					
Instructional Aide for Brookfield					
SPK Instructional Aide	3928	1.00	3,928.00	3928	.00
Narrative for the row above					
Instructional Aide for Bella Vista					
	Per Hour Rate	#Hours	Total Vol in-kind		
Volunteer Hours (In-kind)	10.83	0	.00		.00
Narrative for the row above					
n/a					

11 - 15 years		00.00%
16-20 years		00.00%
Total		30
Gender (required)	# to be Served	% to be Served
Female		12 40.00%
Male		18 60.00%
Transgendered		00.00%
Total		30
Populations	# to be Served	% to be Served
Foster child/ youth		00.00%
Homeless child/youth		00.00%
Limited- or non-English speaking child/youth, or child/youth of non-English speaking parents	12	40.00%
LGBTQQI		00.00%
Teenage parent		00.00%
Youth in the juvenile justice system		00.00%
Other		00.00%
Total		12

BUDGET

Oakland Unified School District - OUSD Summer Pre-K - Oakland Unified School District - OUSD Summer Pre-K

PERSONNEL

Lead Agency Positions	FTE Annual Salary	% Time (99% = .99)	Total Project Budget	OFCY Funds Requested	Projected Match
SPK Teacher	6082	1.00	6,082.00	6082	.00
Narrative for the row above Teacher for Bella Vista Elem. SPK classroom					
SPK Teacher	6082	1.00	6,082.00	6082	.00
Narrative for the row above Teacher for Brookfield SPK Classroom					
SPK Instructional Aide	3928	1.00	3,928.00	3928	.00
Narrative for the row above Instructional Aide for Brookfield					
SPK Instructional Aide	3928	1.00	3,928.00	3928	.00
Narrative for the row above Instructional Aide for Bella Vista					
	Per Hour Rate	#Hours	Total Vol in-kind		
Volunteer Hours (In-kind)	10.83	0	.00		.00
Narrative for the row above n/a					

For the 'Total Project Budget' column of the Fringe row below, enter the total dollar cost for fringe; be sure to include only those personnel that receive benefits from your agency.

FRINGE	Fringe Rate %	0.00	0	\$.00
PERSONNEL TOTAL		\$20,020.00	\$20,020.00	\$.00

OTHER DIRECT COSTS	Total Project Budget	OFCY Funds Requested	Projected Match
Duplicating/Copying	0.00	0.00	.00
Narrative for the row above			
n/a			
Equipment Lease Agreement(s)	0.00	0.00	.00
Narrative for the row above			
n/a			
Equipment/Furniture Purchase	0.00	0.00	.00
Narrative for the row above			
n/a			
Facility Rental	0.00	0.00	.00
Narrative for the row above			
n/a			
General Office Supplies/Software	0.00	0.00	.00
Narrative for the row above			
n/a			
Postage	0.00	0.00	.00
Narrative for the row above			
n/a			
Program Materials and Supplies	0.00	0.00	.00
Narrative for the row above			
n/a			
Telephone/Internet/Communications	0.00	0.00	.00
Narrative for the row above			
n/a			
Travel/Transportation	0.00	0.00	.00
Narrative for the row above			
n/a			
Youth Stipends	0.00	0.00	.00
Narrative for the row above			
n/a			
Professional Development	0.00	0.00	.00
Narrative for the row above			
n/a			
OTHER DIRECT COSTS TOTAL	\$.00	\$.00	\$.00
SUBCONTRACTS	Total Project Budget	OFCY Funds Requested	Projected Match
<i>unnamed subcontractor</i>	0.00	0.00	.00
SUBCONTRACTOR TOTAL	\$.00	\$.00	\$.00

CONSULTANTS	Total Project Budget	OFCY Funds Requested	Projected Match
(Not to include youth stipend, youth grants, or subcontractors)			
n/a	0.00	0.00	.00
Narrative for the row above			
n/a			
CONSULTANTS TOTAL	\$0.00	\$0.00	\$0.00

SUBTOTAL WITHOUT INDIRECT COSTS	\$20,020.00	\$20,020.00	\$0.00
Indirect Costs (cannot exceed 15% of total direct costs). Currently: .00%	Total Project Budget	OFCY Funds Requested	Projected Match
	0.00	0.00	.00
Narrative for the row above			
n/a			
TOTAL	\$20,020.00	\$20,020.00	\$0.00
Your OFCY Award amount is \$80,000.00			

BUDGET - SUBGRANTEE

Oakland Unified School District - OUSD Summer Pre-K - Oakland Unified School District - OUSD Summer Pre-K

Subcontractor Name

PERSONNEL				Total Project Budget	OFCY Funds Requested
Lead Agency Positions	FTE Annual Salary	% Time (99% = .99)			
					.00

Narrative for the row above

	Per Hour Rate	#Hours	Total Vol in-kind
Volunteer Hours (In-kind)	10.83		.00

Narrative for the row above

For the 'Total Project Budget' column of the Fringe row below, enter the total dollar cost for fringe; be sure to include only those personnel that receive benefits from your agency.

FRINGE	Fringe Rate n/a		
PERSONNEL TOTAL		\$0.00	\$0.00

OTHER DIRECT COSTS	Total Project Budget	OFCY Funds Requested
Duplicating/Copying		
Narrative for the row above		

Equipment Lease Agreement(s)

Narrative for the row above

Equipment/Furniture Purchase

Narrative for the row above

Facility Rental

Narrative for the row above

General Office Supplies/Software

Narrative for the row above

Postage

Narrative for the row above

Program Materials and Supplies

Narrative for the row above

Telephone/Internet/Communications

Narrative for the row above

Travel/Transportation

Narrative for the row above

Youth Stipends

Narrative for the row above

OTHER DIRECT COSTS TOTAL	\$.00	\$.00
SUBTOTAL WITHOUT INDIRECT COSTS	\$.00	\$.00
Indirect Costs (cannot exceed 15% of total direct costs). Currently: .00%	Total Project Budget	OFCY Funds Requested

Narrative for the row above

TOTAL	\$0.00	\$0.00
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ACTIVITIES SUMMARY

Oakland Unified School District - OUSD Summer Pre-K - Oakland Unified School District - OUSD Summer Pre-K

Category	Average	Average	Sessions				Total	Average	Projected	Projected
	Adult Session Participant	Youth Session Participant	Q1	Q2	Q3	Q4	Number of Sessions	Session	Units of Service (6 months)	Units of Service (12 months)
Community building										
Community service and service learning										
Consultation with preschool providers										
Early learning activities with parents and children in reading, math and science										
Enrichment activities with parents and children in arts, dance, and music										
Family education / workshops										
Family engagement events										
Field trips										
Home visits to families with children at risk of developmental delays										
One on one consultation with family on child developmental concerns										
One-on-one intervention with children at risk of delays										
Orientation to	0	15	32	0	0	0	32	3.5	1680	1680

kindergarten												
Other												
Outreach/intake & registration												
Peer-to-peer family support activities												
Playgroup intervention for children with developmental delays												
Resource and referral services												
Screening and assessment for socio-emotional of developmental delays												
Snack/meals												
Total	0	15	32	0	0	0	32	3.5	1680	1680		

Category	Average Session Participants	Sessions				Total Number of Sessions	Average Hours per Session	Projected Units of Service (6 months)	Projected Units of Service (12 months)
		Q1	Q2	Q3	Q4				
Community building									
Community service and service learning									
Consultation with preschool providers									
Early learning activities with parents and children in reading, math and science									
Enrichment activities with parents and children in arts, dance, and music									
Family education/workshops									
Family engagement events									

Field trips									
Home visits to families with children at risk of developmental delays									
One on one consultation with family on child developmental concerns									
One-on-one intervention with children at risk of delays									
Orientation to kindergarten									
Other									
Outreach/intake & registration									
Peer-to-peer family support activities									
Playgroup intervention for children with developmental delays									
Resource and referral services									
Screening and assessment for socio-emotional of developmental delays									
Snack/meals									
Total	0	0	0	0	0	0	0	0	0

Category	Average Session Participants	Sessions				Total Number of Sessions	Average Hours per Session	Projected Units of Service (6 months)	Projected Units of Service (12 months)
	Q1	Q2	Q3	Q4					
Community building									
Community service and service learning									
Consultation with preschool providers									
Early learning activities									

with parents and children in reading, math and science										
Enrichment activities with parents and children in arts, dance, and music										
Family education/workshops										
Family engagement events										
Field trips										
Home visits to families with children at risk of developmental delays										
One on one consultation with family on child developmental concerns										
One-on-one intervention with children at risk of delays										
Orientation to kindergarten										
Other										
Outreach/intake & registration										
Peer-to-peer family support activities										
Playgroup intervention for children with developmental delays										
Resource and referral services										
Screening and assessment for socio-emotional of developmental delays										
Snack/meals										
Total	0	0	0	0	0	0	0	0	0	0

Total Project Budget **Total Grant Requested** **Total Match**
 \$20,020.00 \$20,020.00 \$0.00

Total Unduplicated Youth Participants	Total Unduplicated Adult Participants	Event Participants	
	30	4	0
Units of Service - Group & Individual Activities	Units of Service - Events		
	1680		0
OFCY Cost Per Unduplicated Youth Participant	TOTAL Cost Per Unduplicated Youth Participant	Average Hours of Service per Unduplicated Youth Participant	
\$667.33	\$667.33		56
OFCY Cost Per Unit of Service Group & Individual Activities	Total Cost Per Unit of Service - Group & Individual Activities		
\$11.92	\$11.92		
OFCY Cost Per Unduplicated Youth + Adult Participant	Total Cost Per Unduplicated Youth + Adult Participant		
\$588.82	\$588.82		
OFCY Cost Per Unduplicated Youth + Event Participant	Total Cost Per Unduplicated Youth + Event Participant	Average Hours of Service per Event Participant	
\$667.33	\$667.33	NaN	



Schedule N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$12.27 per hour with health benefits, or \$14.10 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, 2014, rates will be \$12.27 with benefits and \$14.10 without benefits. The contractor or CFAR further agree:**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov>. for current guidelines as prescribed by the Internal Revenue Service and (2) the Earned Income Tax Outreach Kit at 222.cbpp.or/eic/2010.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire: Please respond to the following questions:		
Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4540	see attached
(2) How many of your permanent employees are paid above the Living Wage rate?	4348	
(3) How many of your permanent employees are paid below the Living Wage rate?	192	
(4) Number of compensated days off per employee?(Refer to item "a" above)	see attached	
(5) Number of trainees in your company ?	N/A	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A	↓

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Oakland Unified School District
Company Name

1000 Broadway, St 295 Oakland
Address

570 879-8852 12/16/14
Area Code Phone Date

[Signature]
Signature of Authorized Representative

TARA GARD
Type or Print Name

Director, Operations & Services
Type or Print Title



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Schedule N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

Employment Questionnaire

1. Q: How many permanent employees are employed with your company?
A: 4,540. This is the number of full and part-time employees at OUSD (this number excludes substitute employees). OUSD's full and part-time employees have contract statuses of permanent, probationary, or temporary. If this question is requesting the number of employees with a permanent contract status, please notify us.
2. Q: How many of your permanent employees are paid above the Living Wage rate?
A: 4,348 employees earn \$12.27 or more per hour.
3. Q: How many of your permanent employees are paid below the Living Wage rate?
A: 192 earn less than \$12.27 per hour.
4. Q: Number of compensated days off per employee
A: Members of the Oakland Education Association (which includes all teachers) receive vacation days during school vacations and 5 days of personal leave per year.
5. Q: Number of trainees in your company
A: N/A
6. Q: Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.
A: N/A

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

Section A. Vendor/Contractor/Consultant/CFAR¹ Information

Name of Company OAKLAND UNITED SCHOOL DISTRICT
 Name of Company Contact Pamela Goo
 Address Street 1000 Broadway #295
City Oakland State CA Zip 94607
 Phone 510 879-8961 Fax 510 879-0229 Email Pamela.Goo@OUSD.K12.CA.US
 Vendor number _____ Federal ID or Social Security Number 946000385

Approximate Number of Employees in the U.S. 4000

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No
 (Please circle one)

Union name(s) SEIU, AFT, UEA, UAW, BIG, CSEA
Teachers

Section B. Compliance

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

Does your company provide or offer access to any benefits to employees with domestic partners²? Yes No
 (Please circle one)

Section C. Compliance

Please check each benefit that applies

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

¹ CFAR is a City Financial Recipient

² Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry



COMBINED SCHEDULES

C-1, P, U & V

SCHEDULE C-1: Declaration of Compliance with the Americans with Disabilities Act.

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
 - B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
 - D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
 - E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
 - F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
-

SCHEDULE P: Nuclear Free Zone Ordinance

I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, Contracts and Compliance (<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>). I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.

SCHEDULE U: Compliance Commitment Agreement

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a penalty equal to 1 and ½ times the shortfall.

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) a web based electronic payroll system to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current.

I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website at

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

SCHEDULE V: Affidavit of Non-Disciplinary or Investigatory Action

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

PLEASE NOTE: *By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in Schedules C-1, P, U and V.*

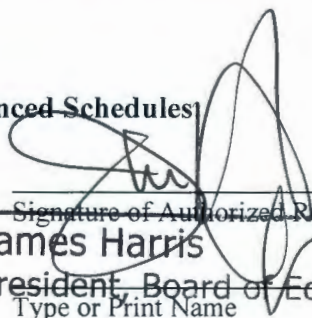
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

I am in compliance with the above referenced Schedules

Date

Type or Print Title

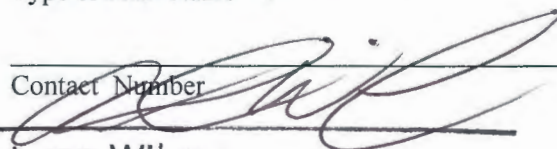
Email



Signature of Authorized Representative
James Harris

President, Board of Education
Type or Print Name

Contact Number



Antwan Wilson

Secretary, Board of Education

I am not in compliance with the following Schedule(s) _____.

Date

Type or Print Title

Email

Signature of Authorized Representative

Type or Print Name

Contact Number