Board Office Use: Legislative File Info.		
File ID Number	21-3154	
Introduction Date	1/12/22	
Enactment Number	22-0077	
Enactment Date	1/12/2022 os	



Board Cover Memorandum

То	Board of Education	
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Christie Herrera, Executive Director, Early Childhood Education	
Meeting Date	January 12, 2022	
Subject	Subcontract to provide to City of Oakland Head Start with a portion of the District's Fiscal Year 2021-22 Child Development Funding	
Ask of the Board	Approval by the Board of Education of Resolution No. 2122-0105 - Authorizing Subcontract to City of Oakland Head Start a Portion of District's Fiscal Year 2021- 2022 Child Development Funding.	
Background	The 2021-22 fiscal year in the fourteen year in which the District expects to under- earn is contract with the State for Child Development funding. If a recipient of such funding is not able to fulfill its contract, it can lose its allocation and it is extremely difficult to get it back. Subcontracting helps the District fulfill its contract and maintain its current level of state funding.	
Discussion	After issuing an RFP, the District selected City of Oakland Head Start as one of three entities with which the District seeks to subcontract. The attached agreement would allocation \$200,000 to City of Oakland Head Start from the District's Child Development funding with a contract management fee of 7.5%. The agreement would cover 2021-22, 2022-23, and 2023-24.	
Fiscal Impact	Funding Resource Name: <u>6105 General Child Development program (CCTR)</u> will subcontract services for the amount not to exceed \$200,000. In addition, State regulations authorize the District, as the administrator of the Subcontract, to recover from The City of Oakland Head Start, and an administrative contract management fee which will be approximately 7.5% of the subcontract amount.	
Attachment(s)	 Resolution No. 2122-0105 - Authorizing Subcontract to City of Oakland Head Start a Portion of District's Fiscal Year 2021-22 Child Development Funding Subcontract Agreement (Services Agreement) RFP Documents Letter of Approval 	

RESOLUTION OF THE BOARD OF EDUCATION OF THE OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 2122-0105

Authorizing Subcontract to City of Oakland Head Start a Portion of District's Fiscal Year 2021-22 Child Development Funding

WHEREAS, Oakland Unified School District ("District") is under earning its State child development contract for the 2020-2021 fiscal year;

WHEREAS, subcontracting a portion of the District's State contract is authorized and permissible under State regulations;

WHEREAS, absent subcontracting, the unearned amounts would likely not be earned;

WHEREAS, subcontracting will not prevent the District from continuing to enroll students or to open new classrooms in the District's Early Childhood Education ("ECE") program;

WHEREAS, subcontracting will not result in a reduction in children served or staff employed by the District to serve students in the ECE program; and

WHEREAS, the District issued an RFP and has selected City of Oakland Head Start as one of three as one of three entities with which the District seeks to subcontract.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education ("Board") approves the agreement with City of Oakland Head Start, incorporated herein by reference, to subcontract for the identified portion of the District's State contract.

PASSED AND ADOPTED on <u>January 12</u>, 2022, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES:	None
ABSTAINED:	Mike Hutchinson
RECUSED:	None
ABSENT:	Student Director Samantha Pal, Student Director Natalie Gallegos Chaves, Shanthi Gonzales

CERTIFICATION

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on January 12 _____, 2022.

Legislative File	
File ID Number:	21-3154
Introduction Date:	1/12/2022
Enactment Number:	22-0077
Enactment Date:	1/12/2022

OAKLAND UNIFIED SCHOOL DISTRICT

83.0.44

Gary Yee President, Board of Education

Jef Bf-have

Kyla Johnston-Trammell Superintendent and Secretary, Board of Education



SERVICES AGREEMENT

This Services Agreement ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):

Full Name of Vendor City of Oakland Head Start

The PARTIES hereby agree as follows:

- 1. **Term**.
 - a. This Agreement shall start on the below date ("Start Date"):

Start Date September 1, 2021

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

b. The work shall be completed no later than the below date ("End Date"):

End Date June 30, 2022

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. Services. VENDOR shall provide the services ("Services") as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

3. Alignment and Evaluation.

- a. VENDOR 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 VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
- 4. **Inspection and Approval.** VENDOR 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. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR 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.

5. Data and Information Requests. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. **Confidentiality and Data Privacy**.

- a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) 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. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR 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.
- 7. **Copyright/Trademark/Patent/Ownership**. VENDOR 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR 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 VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- 8. **Compensation**. OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.
 - a. The compensation under this Agreement shall not exceed:

Not-to-Exceed Amount \$200,000.

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- C. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly

executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

- 9. **Equipment and Materials**. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- 10. **Invoicing**. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - C. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
 - f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
 - g. Notwithstanding this Section, VENDOR must submit all final claims and invoices to OUSD no later than July 08, 2022 for FY 21-22. OUSD may set a similar deadline for the submission of all final claims and invoices for future fiscal years.

11. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon

approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without 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.

- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- C. 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. Cause 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 or Deputy may issue the termination notice without 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 the correction are made.
- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- 12. Legal Notices. All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name:	Joshua R. Daniels	
Site/Dept:	Office of General Counsel	
Address:	1000 Broadway, Suite 300	
City, ST Zip:	Oakland, CA 94607	

Phone:	510-879-8535
Email:	ousdlegal@ousd.org
VENDOR	
Name:	Name (Sara Bedford)
Title:	Title Director of Human Services
Address:	Address 150 Frank H. Ogawa Plaza, Suite 5352
City, ST Zip:	City, ST Zip Oakland, CA 94612
Phone:	Phone (510) 238-6794
Email:	Email SBedford@oaklandca.gov

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. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR 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 VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - VENDOR is providing services directly to OUSD rather than to customers of OUSD;

- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (Vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (VII) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (Viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (X) VENDOR can negotiate its own rates;
- (Xi) VENDOR can set its own hours and location of work; and
- (Xii) VENDOR 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 and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed 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. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents 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, if VENDOR was selected, at least in part, on such representations and warrants.
- 15. **Certificates/Permits/Licenses/Registration**. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars

(\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. 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 of this Agreement). 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 VENDOR. The policy shall protect VENDOR 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.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, 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.

17. Testing and Screening.

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- C. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<u>http://beamentor.org/OUSDPartner</u>) finger-printing and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the 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. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- C. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information

necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
- 20. **Assignment**. The obligations of VENDOR 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.
- 21. **Non-Discrimination**. It is the policy of OUSD that in connection with all work performed under Contracts 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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.
- 22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 23. **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.
- 24. **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.

25. Conflict of Interest.

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, VENDOR 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 VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

- 26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Through its execution of this Agreement, VENDOR 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 contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 27. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). 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.

28. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR 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 VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR 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 OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

- 29. Audit. VENDOR 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. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR 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 Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
- 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.

- a. Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR 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.
- b. The Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2021-22, as they may be subsequently amended, are hereby incorporated by reference into this Agreement.
- C. The federal certifications and the standard provisions for state contracts that are attach to the Terms and Conditions referenced in (b) are hereby incorporated by reference into this Agreement.
- 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**. Section and 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 including, but not limited to, government
- 38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR 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), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
- C. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement,

the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval**. 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, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS 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: Sara Bedford

Signature: Sara Bedford (Dec 17, 2021 10:16 PST)

Position: Director, Human Services Department Date: Dec 17, 2021

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

	OUSD
Name: Gary Yee	Signature:
Position: Enter OUSD signatory position	Date: 1/13/2022
🛛 Board President	
□ Superintendent	
Chief/Deputy Chief/Execu	tive Director
	Phillippe and
Name: Kyla Johnson-Trammell	Signature:
Position: Secretary, Board of Education	_ Date: 1/13/2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. **General Description of Services to be Provided**: *Provide a description of the service(s) VENDOR will provide.*

See attached documents, including RFP documents.

For each child claimed, VENDOR shall also make available to OUSD the Notice of Action for FY 2021-22, the income calculation worksheet and income need and verification documentation, and the completed 9600 form.

VENDOR shall submit the requisite 801A data and the requisite 801B data by the mandated deadline each month. VENDOR must submit all monthly enrollment and attendance accounting documentation by contract type and match (exactly) the 801A file that is submitted to the Child Development Division (CDMIS). VENDOR must submit all claims by (exactly) the 9400 report. VENDOR must submit the CDFS 9500 (for CCTR) report of enrollment, attendance, and expenditures to OUSD as required by OUSD. VENDOR must submit all monthly attendance and fiscal reports as required by OUSD.

- 1B. **Description of Services to be Provided During School Closure or Similar Event**: *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*
 - □ No, services would not be able to continue.
 - □ Yes, services would be able to continue as described in 1A.
 - Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Add Description of Different Services Comprehensive early care, education, and support services would continue virtually, utilizing an individualized service delivery/program implementation model, established in FY 20-21, in response to the shelter-in-place mandates due to the COVID-19 pandemic.

- 1C. **Rate of Compensation**: *Please describe the basis by which compensation will be paid to VENDOR:* **See Exhibit A #3**
 - Hourly Rate: \$ Hourly Rate (Click or tap here to enter text.) per hour
 - Daily Rate: \$48.82 per day
 - Weekly Rate: \$ Weekly Rate (Click or tap here to enter text.) per week
 - Monthly Rate: \$ Monthly Rate Click or tap here to enter text.) per month

- Per Student Served Rate: \$ Per Student Rate Click or tap here to enter text.) per student served
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

Performance/Deliverables See Exhibit A 1A

2. **Specific Outcomes**: (A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."

Specific Outcomes Students will be prepared and ready with the skills needed to eventually and successfully transition to the city's Head Start program, which is dedicated to Kindergarten School Readiness; OUSD's Child Development Program; and ultimately kindergarten, as result of receiving comprehensive early learning and support services in the City's Early Head Start/CCTR program.

3. Reimbursement shall be 100% of the contract maximum reimbursement or net reimbursable costs, whichever is less. The District's 7.5% admin fee shall be deducted from this amount.

4. **Waivers**: *OUSD* has waived the following. Confirmation of the waiver is attached herewith:

□ Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

□ Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

□ Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

□ Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's

sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students.)

City of Oakland Head Start Subcontract Agreement FY 2021-2022

Final Audit Report

2021-12-17

Created:	2021-12-17
Ву:	Tracey Black (tblack@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAueHer7fyCYde00JQJPeHnjHvf7odMikO

"City of Oakland Head Start Subcontract Agreement FY 2021-20 22" History



- Document emailed to Sara Bedford (SBedford@oaklandca.gov) for signature 2021-12-17 5:57:45 PM GMT
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Agreement completed. 2021-12-17 - 6:16:00 PM GMT



RFP-21-106ECE CCTR APPLICATION

	CITY OF OAKLAND			
Address:	City of Oakland	AOR:	Sara Bedford, Executive Director,	
	1 Frank H. Ogawa Plaza		Human Services Department	
	1 Frank II. Ogawa I laza		Email: SBedford@oaklandca.gov	
	Oakland, CA 94612			
Website:	www.oaklandca.gov/topics/head-start	POC:	Diveena Cooppan, HS Director	
			Email: dcooppan@oaklandca.gov	
Phone:	(510) 238-3165	Fax:	(510) 238-6784	

The City of Oakland's Human Services Department, a government entity, provides Head Start and Early Head Start (E/HS) direct services for 313 children, pregnant women and their families. For the past 49 years, the City of Oakland has met the early childhood and family support service needs of Oakland's low-income families by leveraging resources and programming within the city, providing a variety of innovative program models and creating an integrated system of early childhood education promoting school readiness through learning environments where diversity is maintained, racial disparities in outcomes are eliminated, and racial equity is achieved.

SECTION 1

Annual Cost to the district

See Attachment A

SECTION 2

SCOPE OF SERVICES

A. PROGRAM QUALITY

The City of Oakland Head Start/Early Head Start (COO HS/EHS) has successfully provided quality early childhood learning for ages Prenatal to 5, and their families for close to 50 years (i.e., since 1972) The centerbased program option allows COO HS/EHS to provide 313 overall direct services to children of low-income households with school readiness opportunities in a full-day program. The program schedule is 8:30am to 4:30 pm, providing 8 hours of services a day from September through to June. COO HS/EHS existing comprehensive Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) plan is the foundation for recruitment, selection and enrollment of children in the program. With a long-standing presence in the community, COO HS/EHS is a well-known entity, with key referral partners including City of Oakland Libraries, Parks and Recreation Centers, Housing and Homeless Program, Oakland Unified School District (OUSD), and the Alameda County-Oakland Community Action Partnership.

Research has shown that inequality starts at birth, and the negative impacts can last a lifetime, unless children have access to quality early childhood programs that can change the trajectory of their life. With this as a foundation, COO HS/EHS believes that every young child must have the opportunity to learn, explore and

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develop to their full potential, irrespective of where they live and their background. To accomplish this, COO HS/EHS works closely with parents and families to empower and promote them as the first and primary teacher of their children. All services described in this section are inclusive of all children, including children with disabilities, respectful of differences in gender, culture, language, ethnicity, immigration status/citizenship and family composition, and are welcoming to parents. The core beliefs of the program are integrated as follows:

- COO HS/EHS teaching staff¹ recognize that children grow and develop in the context of relationships.
- Learning environments include developmentally appropriate learning centers full of interesting, openended materials that provide opportunities for children to explore, create and problem-solve.
- Children have a right to equitable education practices and staff are supported in understanding implicit biases that may impact practice.
- Family engagement is recognized as critical to assist children in sustaining school readiness gains and is embedded throughout services to promote healthy development of children.

All children enrolled in a center-based program option receive two educational home visits per year conducted by the teaching staff and two parent-teacher conferences per year. Each center has a designated Center Manager that manages center operations, provides additional support to staff, monitors for safety and supervision, as well as for curriculum fidelity.

Scientifically Valid Research of Curriculum and Teaching Practices

<u>Name of curricula used</u>: The Creative Curriculum for Infants, Toddlers, and Twos (used in EHS) and the Creative Curriculum for Preschoolers (used in HS) are the foundation of the center-based and family childcare program. These curricula are grounded in strong research of child development theory. The research foundation of the curricula ensures that teaching and home visiting staff not only know what and how to teach children, but why particular practices are effective. In addition to these curricula, COO HS/EHS selected the *Teaching*

Pyramid Model to support social emotional foundation, and as its core for a trauma informed approach. COO HS/EHS purposefully selected these curricula because they align with Oakland's vision for early childhood education. COO HS/EHS researched various early childhood curricula and selected curricula that align with the California State Learning and Development Foundations, the Head Start Early Learning Outcomes Framework (HSELOF), as well as support the continuity of services to pregnant women, infants, toddlers and preschoolers in a Birth-to-5 manner. The curricula provide COO HS/EHS with an ability to meet the needs of children and families throughout the city, by infusing evidenced-based practice into the daily lives of children and families.

In addition, the curricula emphasize language and literacy development, cognition and general knowledge, approaches towards learning, physical well-being and motor development, and social and emotional development. During the last program year, 2020-2021, each of these benchmarks were improved by at least 25% for each domain area. The *Creative Curriculum* has a series of teaching guides that contain strategies to help teachers individualize activities for children to build upon their learning based on their own interests.

The *Teaching Pyramid Model* is a systematic framework that incorporates Early Childhood Positive Behavior Support (EC-PBS) through promoting social-emotional development, providing support for children's appropriate behavior, preventing challenging behavior, and addressing problematic behavior. Teaching staff and

¹ Teaching staff may be used throughout to include classroom teachers, home visitors, and family child care providers.

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mental health consultants have been trained on the *Teaching Pyramid* framework, which allows them to assist children with the development of self-regulation that help children learn and manage their feelings and develop skills to problem solve. These are important elements in helping children build resiliency in order to combat the effects of adverse childhood experiences.

<u>Evidence of curricula promoting progress toward school readiness</u> - The Creative Curriculum is grounded in evidence that supports progress toward school readiness in preschool children and developmental foundations in infants/toddlers. The Creative Curriculum's five foundational principles support an approach to early childhood teaching and learning that is culturally attuned, developmentally informed, and relationship-based; practices which support the best possible outcomes for children and families. These principles are:

- Positive interactions and relationships with adults provide a critical foundation for successful learning.
- Social-emotional competence is a significant factor in school success.
- Constructive, purposeful play supports essential learning.
- The physical environment affects the type and quality of learning interactions.
- Teacher-family partnerships promote development and learning.

There is a strong body of research behind the *Creative Curriculum*, which demonstrates its appropriateness for the children, ages 24 months – 5 years, many of whom are dual-language learners (source: Teaching Strategies, Inc. Research Foundations). This research base helps to understand not only *that* the curriculum is effective, but also *why* it is effective in supporting targeted professional development, coaching, training, and support to teaching teams in order to ensure that they implement the curriculum to fidelity to ensure maximum results. The research base behind this curriculum shows it to be effective, with results that have been duplicated by both internal and independent researchers.

Evidence supporting how the curriculum is tied to outcomes for children - The 38 objectives that form the foundation of the *Creative Curriculum* align with the California Preschool Learning Foundations, as well as with the HSELOF, which supports the successful implementation of Oakland's school readiness goals. The OHS's National Center on Quality Teaching and Learning, via the Preschool Curriculum Consumer Report, reviewed the effectiveness of the *Creative Curriculum*. The methodology included reviewing the curriculum across 13 domains of effectiveness, including but not limited to its evidence-based, its cultural and linguistic responsiveness, its family engagement materials, and its impact on child outcomes. The OHS found the curriculum to be evidenced-based. OHS determined that the *Creative Curriculum* had a strong developmental scope and sequence, aligned with the HSELOF, research-based teaching practices, and standardized initial and ongoing training, as well as had materials to support implementation.

<u>Process of establishing and measuring age, cultural, and linguistic goals:</u> School readiness goals refers to COO HS/EHS' expectations of children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that improves readiness for, both preschool and kindergarten. COO HS/EHS has set developmentally appropriate School Readiness Goals (SRGs) for children enrolled in all program options, which are appropriately aligned with the State of California's Preschool Learning Foundations, the HSELOF.

<u>The Creative Curriculum</u> goals and objectives for learning. The SRGs are assessed and monitored through the implementation of the Desired Results Developmental Profile (DRDP-2015). Oakland's SRGs are

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developmentally appropriate for the age groups served (i.e., infants/toddlers and preschoolers), are culturally and linguistically appropriate for the targeted population and address the five essential school readiness domains established by the OHS, as shown below:

- 1. <u>Cognition and General Knowledge</u>: EHS children will use understanding of causal relationships to act on in social and physical environments. HS children will measure objects by their various attributes using standard and non-standard measurement. They will use the differences in attributes to make comparisons.
- 2. <u>Language and Literacy</u>: EHS children will use increasingly complex language in conversation with others. HS children will demonstrate an understanding of how print is used (functions of print) and the rules that govern how print works (conventions of print).
- 3. <u>Approaches to Learning</u>: E/HS children will manage feelings and behaviors with/without support of familiar adults.
- 4. <u>Social and Emotional</u>: E/HS children will imitate and engage in cooperative play with adults and other children.
- 5. <u>Physical Health and Development</u>: E/HS children will increase health and safety habits, as well as enhance fine and gross motor skills.

<u>Alignment of School Readiness Goals (SRG) with HSELOF and State Standards:</u> In establishing the SRGs, Oakland reviewed the HSELOF, the State Learning Foundations, kindergarten readiness expectations, CLASS scores, and DRDP-2015 data. All SRGs are aligned to the DRDP-2015 objectives for learning and child outcomes data specifically addresses growth in all SRGs.

For the current program year, 2021-2022, we have set the following School Readiness Goal's for 0-36 months:

- **Goal 1:** Children will show increasing awareness of self-identity, cultural identity, family and language in relation to others (SED 1): Identify and Self in Relation to Others:
 - 80% of Infants 0-8 months will use senses to explore self and others
 - 80% of Infants/Toddlers 9-18 months recognizes self and familiar people
 - 42% of Toddlers 19-36 months will express simple ideas about self in connection to others
- **Goal 2:** Children will increase the use of language (verbal and non-verbal) to express and describe their feelings, ideas, and thoughts (LLD 4: Reciprocal Communication and Conversation, ELD 2: Self Expression in English (Expressive English)
 - 80% of Infants 0-8 months will respond to or seeks contact with familiar adults, using vocalizations, gestures or facial expressions
 - 70% of Infants/Toddlers 9-18 months will engage in brief back-and-forth communication with a familiar adult using simple words or conventional gestures to communicate meaning
 - 60% of Toddlers 19-36 months will engage in brief back-and-forth communication, combining words to communicate meaning
- **Goal 3:** Children will increase their ability to explore, observe, investigate objects (living and non-living things) in the environment and become increasingly sophisticated in pursuing knowledge about them. (COG9: Inquiry through Observation and Investigation, ALTREG 4: Curiosity and Initiative in Learning)
 - 80% (COG9), 85% (ATL-REG4) of Infants 0-8 months will respond to people, things or sounds
 - 80% (COG9), 80% ((ATL-REG4) of Infants/Toddlers 9-18 months will engage in people or things in the environment and notices novel characteristics

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- 80% (COG9), 80% (ALT REG4) of Toddlers 19-36 months will engage in simple purposeful explorations of familiar objects in the environment using simple trial and error
- **Goal 4:** Children will demonstrate increasing precision, strength, coordination and efficiency when using the muscles of the hand for play and functional tasks (PDHLTH 4: Fine Motor Manipulative Skills)
 - 100% of Infants 0-8 months will use arms or hands to make contact with objects in the environment
 - o 55% of Infants/Toddlers 9-18 months will grasp objects with entire hand
 - 55% of Toddlers 19-36 months will explore ways to use one hand, or to use both hands doing the same movements, to manipulate objects

<u>Service effectiveness and quality through monitoring and continuous improvement</u>: COO HS/EHS implements the curricula fidelity checklists annually throughout the program through the use of Teaching Strategies *Coaching to Fidelity-2nd Edition* tool. The tool is designed to assess the degree to which teaching staff in the classrooms, as well as family childcare providers, are implementing the *Creative Curriculum* to fidelity. The fidelity checklist is used annually throughout the program and serves as one measurement that determines service effectiveness and quality. In addition, the program uses the Classroom Assessment Scoring System (CLASS) to assess the quality of Head Start teachers and home visiting. As part of their monitoring process, the School Readiness Team and the Education Coordinator conduct an audit of the completed DRDPs and s supporting observations to ensure data quality and staff understanding of the process.

Meeting the Needs of Children with Disabilities

<u>Procedures to identify children with disabilities.</u> COO HS/EHS believes that prevention and early intervention is the best approach to supporting families with young children with developmental delays, thus children with suspected disabilities are identified at enrollment or while enrolled in the program. According to OUSD, the most prevalent disabilities are Speech/Language impairments, visual impairments and autism. The most critical needs of young children in the City of Oakland is early identification, as research has shown that screening, evaluation, and intervention are critical to a child's overall school success. By building and maintaining strong community partnerships with agencies that serve children with disabilities and their families, COO HS/EHS ensures that children with disabilities are recruited for participation in the program. COO HS/EHS works collaboratively with OUSD, Building Blocks, Regional Center of the East Bay, Family Resource Navigators, Alameda County Social Services, Alameda County Public Health and Through the Looking Glass in this process.

COO HS/EHS also has a system in place to identify children with suspected delays. During the first 45 days of school, children are screened with the appropriate Ages & Stages Questionnaire-3 (ASQ-3) and Ages & Stages-Social Emotional-2 (ASQ:SE-2) tools. These tools are used to obtain a "snapshot" or baseline of the child's abilities when they enter the program, and this information is used to guide classroom instruction, develop individual child goals and determine possible developmental or behavioral concerns. If concerns are identified during the initial developmental screening, specific, individualized strategies are provided to teaching staff and parents to provide children with opportunities for success. If the interventions are effective in demonstrating developmental progress in children, teaching staff continue to support children through individualization in the lesson plans. If the interventions are not effective, then the child (with parent consent) is referred for further evaluation to the local early intervention agency (LEIA) for EHS, which is the Regional Center of the East Bay (RCEB) or a LEA for HS, which is Oakland Unified School District (OUSD).

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Once a child has been evaluated, a multidisciplinary team consisting of an LEA/LEIA representative, parent, teaching staff and Mental Health/Disabilities Coordinator review the purpose, methods and results of the evaluations. Once a child has been qualified for special intervention, COO HS/EHS works in partnership with the LEA/LEIA when developing an IFSP or an IEP. Services are provided on-site by the LEA/LEIA. COO HS/EHS believes in providing inclusive care for children with disabilities in the least restrictive environment possible. Therefore, disabilities staff and Family Support Specialists work with families to ensure proper access, including providing support to address transportation challenges.

When children enter the program with an existing Individual Family Service Plan/Individualized Education Program (IFSP/IEP), the Mental Health/Disabilities Coordinator and staff reviews the LEA referral, the IEP/IFSP, as well as any other information included during the intake process. They meet with the child's parent, Center Director, Teacher, and Primary Caregiver to review the accommodations needed. COO HS/EHS works with OUSD at monthly multidisciplinary (MDT) meetings to streamline the referral process.

Modifications and/or accommodations may include medical needs and care plans, dietary restrictions, emergency plans, teacher training, additional support staff, facility changes and purchasing specialized equipment and materials. Strategies are then developed to incorporate into the weekly lesson plans/individualization. The Mental Health/Disabilities Coordinator works closely with teaching staff to track children's progress.

<u>Plans to provide services to children with disabilities</u>: COO HS/EHS provides services to children with disabilities that are developmentally appropriate, consistent and individualized. COO HS/EHS partners with three mental agencies, speech therapy agency, and early intervention agency to provide support to children with various disabilities onsite. These partnerships are instrumental in supporting children with suspected and identified disabilities, as well as offering teaching staff effective strategies. Teaching staff also work closely with parents to ensure connectivity between classroom and the home environment. COO HS/EHS Family Support Specialists work with families to provide necessary resources to support positive outcomes for each child. Finally, when the child transitions out of the E/HS program, COO HS/EHS, with parental permission, shares information with the school to which the child is transitioning to ensure that services are continuous and informed by available data.

COO HS/EHS is also partnering with OUSD to implement "The Inclusive Early Education and Expansion Program" funded by the California Department of Education. This program seeks to create early childhood learning environments that meet the diverse needs of children with disabilities by ensuring high-quality inclusive early learning and care (ELC) programs through access, participation, and supports. COO HS/EHS has prioritized inclusive learning and care for all sites focusing on facilities, adaptive equipment and continued professional development. Through this partnership, E/HS centers will be assessed for accessibility to children with varying disabilities, and modifications and specialized equipment will be added.

Meeting the Unique Needs of Special Populations

COO HS/EHS understands the importance of meeting the unique needs of children in foster care, experiencing homelessness, and dual language learners. COO HS/EHS has identified procedures to recruit children of special populations and implements services to assist children in attaining age-appropriate knowledge, skills and development. Last year during 2020-2021, out of the 268 children ages 0-36 months enrolled, 24% of those were children experiencing homelessness, 56% were Dual Language learners and four (4) Foster Children. We

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are focused on prioritizing these children towards enrollment in our program and have identified this unmet need through our annual Community Assessment.

Observing Teacher practice: inform professional dev. & practice improvements

Facilitating strong staff-child relationships: To support and measure strong staff-child relationships and interactions, COO HS/EHS uses the CLASS, and Infant/Toddler Environmental Rating Scales. These tools measure the quality of teacher-child interactions and the quality of environments. The CLASS is a framework developed and researched over nearly two decades to capture the aspects of effective interactions that are most closely aligned with children's social, emotional, and academic outcomes. COO HS/EHS adopted the tool because the results have been found to correlate with positive teacher-child interactions to positive child outcomes. Teaching staff have been trained on the concepts of CLASS and are coached to incorporate CLASS concepts into their daily teaching practice by highlighting the alignment between CLASS and the *Creative Curriculum for Infants, Toddlers and Twos*.

COO HS/EHS utilizes the Infant/Toddler Environment Rating Scale-Revised (ITERS-R) and the Early Childhood Environment Rating Scale-Revised (ECERS-R) tools as part of its process for measuring quality of its infant-toddler and preschool classrooms environments. These tools specifically emphasize the concepts of space and furnishings, personal care routines, language and literacy, play materials, learning experiences and adult-child interactions as measures of quality. COO HS/EHS administers these tools in two ways: first, Center Managers are given an opportunity to assess their classrooms as a method of self-reflective practice, and second, Coaches in the Continuous Improvement Unit administer the environmental rating scales during ongoing monitoring visits. The results of the assessments are used as teaching opportunities for teaching staff and help inform professional development plans.

<u>Staff prepared for and supported in implementing individualized instructional practices</u>: The results of the use of these tools inform Practiced Based Coaching (PBC) for teaching staff. PBC is a recurrent process for supporting teachers' use of effective teaching practices that lead to positive outcomes for children. The process includes focused observations, reflection and feedback, and shared goals and action planning. Teaching staff complete a needs assessment to determine the areas for growth, and afterwards, the coach and teaching staff collaborate to set goals and develop action plans. A focused observation is conducted by the coach, which looks at teaching staff, classrooms and their teaching practice within the context of a coaching partnership. The focused observation is guided by the action plans developed collaboratively. The third and final step of PBC involves reflection and feedback, which provides the opportunity for the coach and teaching staff to discuss the observation, learn new strategies, and discuss strengths of their practice.

Child Assessment Tool and Process for Utilizing and Analyzing Child Assessment Data

COO HS/EHS has adopted the DRDP-2015 as its tool for ongoing assessment. The DRDP-2015, which is considered a developmental continuum from early infancy to kindergarten entry, is aligned with the *Creative Curriculum*, the HSELOF, and the California Learning Foundations, as well as the Kindergarten Common Core State Standards. The California Department of Education, Early Education and Support Division and Special Education developed the DRDP, with support from various early childhood experts throughout the State. COO HS/EHS ensures ongoing educational assessments of children and determines each child's school readiness through the use of observations, parent input and work samples that are used to complete the DRDP assessment tool. This documentation is used to systematically rate children's developmental progress according to the DRDP measures and provide a comprehensive portrait of individual child developmental gains.

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<u>Evidence that it is developmentally, linguistically, and culturally appropriate</u>: The DRDP has been shown to be valid and reliable, and field tests have shown that it is developmentally, linguistically and culturally appropriate (California Department of Education, 2015). The DRDP instrument operationalizes developmental continuum from early infancy to kindergarten entry into eight constructs that represent domains of development. In determining the reliability of the tool, the California Department of Education found that the instrument is appropriate for use with children from a broad range of cultural backgrounds represented throughout the state. It is an appropriate tool to use with linguistically diverse families (source: The DRDP Collaborative Research Group, California Department of Education, 2018).

<u>Using data for individualization and referral</u>: Individualization is at the core of COO HS/EHS approach to working with children. COO HS/EHS believes that each child develops as an individual within the context of a family and community. As part of its developmentally appropriate educational approach, COO HS/EHS is committed to working with all children in a way that recognizes and supports their individual development, interests, temperaments, languages, cultural backgrounds and learning styles. This process allows teaching staff to develop individualized lesson plans that help each child reach desired outcomes. Assessment involves a cycle of observing and collecting data on children's development, which scaffold children's learning. COO HS/EHS uses the results of the assessment tool, in conjunction with the screening tool results as the foundation for each Child's Portfolio.

<u>Process for individual and aggregate data analysis</u>: School Readiness and DRDP data are aggregated on an individual, classroom, center and agency level three times each program year (i.e., November, February and May). After each assessment period, COO HS/EHS aggregates assessment data at the classroom, center and program level. The data is evaluated and analyzed to determine strengths by classroom, home-based caseload, center and program, as well as to identify areas needing additional focus and support. Aggregated classroom level data is shared with teaching staff, promotes greater curriculum intentionality and serves as a basis for ongoing professional development. COO HS/EHS further aggregates all assessment data to determine children's progress on school readiness goals, the learning objectives of the *Creative Curriculum* and the developmental objectives in the DRDP. Child outcomes are shared with the Policy Council and the Board three times per year. On an annual basis, child outcomes data is shared with the general public through the program's annual report. By using this analysis in combination with other program data, COO HS/EHS is able to determine progress toward meeting its school readiness goals, informing parents and the community of results and directing continuous improvement related to curriculum, instruction, professional development and program design.

B. FAMILY ENGAGEMENT

As reflected in its philosophy statement, the COO HS/EHS greatly values the role of the parent and family in the growth and development of children. Prior to starting services, parent orientations are held with each family and parents, to introduce the teachers, Center Director and Family Advocate, as well as explore the classroom (indoors and outdoors), and learn about the program curriculum. The parent orientation provides the opportunity for the program and family to formally establish a two-way relationship and the beginning of what will hopefully become a parent/program partners over the time they are enrolled in the program.

The COO HS/EHS program also schedules Parent/Teacher conferences, at least two times per year, if not more, when necessary. The Parent/Teacher Conference offer opportunities for parents and program staff to meet, on

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behalf of the child attending the program. We have an "Open Door" policy for parents to access whenever and/or wherever necessary.

In addition, the COO HS/EHS provides parents with an opportunity to be elected to the Head Start/Early Head Start Policy Council for the program year. The Policy Council Representative is elected by the parents at each site, and as a representative, attends monthly meetings at the City of Oakland Head Start Central Office, to learn and make decisions about program progress, fiscal management, program reviews, and content area updates. As a decision-making body, the Policy Council must approve specific process that precede the submittal of all federal Head Start and Early Head Start grant applications.

Facilitation of Meaningful Parent Involvement

<u>Description of parent engagement to promote children's learning and development</u>: Strong, responsive, and respectful relationships between home and school are an essential component of Oakland's E/HS program. The program strives to engage parents as partners in children's learning by facilitating their understanding of its educational approach, inviting them to contribute to it and helping them to support and reinforce it in the home environment. Oakland's HS approach to home-school connections includes the following core principles:

- **Regular, positive, professional interactions.** Contact between staff and parents is ongoing, through informal conversations at drop-off and pick-up; individual phone calls to touch base or discuss particular issues; bi-annual home visits and parent-teacher conferences.
- Valuing parent input. Parents, as children's first teachers, contribute valuable observations and insights that help teaching staff better understand children and individualize curriculum. Parents complete the ASQ-3 and ASQ:SE-2 at the beginning of the program year to provide critical information and is used as part of the individualization. In addition, parents are initially given the opportunity to complete the Family Partnership Strength Based Checklist, which provides information on the child and family. Parents also provide invaluable input through the Center Parent Committees, which provide a direct link to the Policy Council.
- Encouraging learning at home. COO HS/EHS provides parents with suggestions for simple at-home activities to support their children's development in all domains and work on their child's individual learning goals. In addition, each month, information is shared on specific ways to engage families in extending concepts into the home. A family activity booklet is provided to families, which includes daily activities to connect school to home.

Parent and family engagement at COO HS/EHS consist of building relationships with families that support overall family well-being, building strong relationships between parents and their children and providing environments where ongoing learning occurs. Parent engagement begins at enrollment and continues through the family partnership agreement process. Family Support Specialists assist parents in identifying their strengths, as well as areas where additional support is needed. Parents' expectations, hopes, and dreams for their families are used as the basis for establishing short-term and long-term goals.

Integration of parent/family engagement throughout all systems and program services: Parents are an integral part of all systems and program services of the program. Parents play a critical role in the individualization of the curricula for their children; they inform school readiness goals; they provide feedback on the Health Services Advisory Committee, and they sit on the Policy Council.

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<u>Barriers to parent participation</u>: COO HS/EHS offers all programming during times, dates and locations that are most convenient for parents to avoid barriers for participation. A new venue for engagement has been virtual engagement through a web-based interface. This has proven highly successful in engaging parents at various times of the day.

<u>Parent participation/consultation in establishing SRGs</u>: Parents are represented on the School Readiness Committee that review and update the SRGs annually, as well as provide input via annual parent surveys. They provide strategies and suggested activities to engage with children to support the School Readiness Goals outcome. In addition, the SRG's are presented to the Policy Council, annually, for review and approval.

<u>Partnering with families to support children's development:</u> Throughout all education services, COO HS/EHS works closely with parents to support their child's development. The process begins at enrollment, where parents provide a history of their child's health and nutritional needs. Soon after enrolling into the program, parents are provided information on the ASQ-3 and ASQ:SE-2 and are shown how to complete these screenings tools using the on-line version. Once the screening tools are completed by parents, teaching staff meet with parents to review the results. This information is used to develop each child's goals, which are used for individualization. Following the screening, parents and teaching staff review the results of the DRDP's three times per year, either through home visits or parent-teacher conferences. Parents then collaborate with teachers to establish school readiness goals for their child and capture that information in the Individual Development Plan (IDP). Parents also have opportunities to volunteer in the program and work alongside teaching staff to support children's development.

C. FAMILY EDUCATION

As a complement to the program's existing School Readiness Implementation Plan, the program has developed a Parent, Family & Community Engagement (PFCE) Implementation Plan, aligned with the Parent, Family & Community Engagement Framework (Office of Head Start, 2011). By implementing the PFCE plan, the COO HS/EHS will actively promote home-school partnerships with families to support early learning and literacy development in children, as well as promoting the parent and adult education with an emphasis of early learning and development beginning in the early stages of Infancy – 3 years. The Program aims to build on the strengths, experiences and resources of parents and families to acquire the best support for their child with early learning and development, as they have the greatest influence on their children's achievement.

The COO HS/EHS will utilize Family Advocates, assigned to each enrolled child and family, to establish and maintain consistent relationships with families, and to provide individualized parenting education and support, based on each family's unique needs. A male and father-figure involvement component will aim to increase fathers' involvement and support of children's growth and development in each of the 8 DRDP 2015 Domains.

The assigned Family Advocate will develop Family Partnership Agreements (FPAs) with each family whose child is enrolled in the program. This mutual FPA process will assess the family's needs and interests in parent education, and then develop goals that address these needs and interests. At least two home visits will be conducted during the program year, to discuss issues identified in the individualized plan, and provide support to the parent as needed. In addition, monthly Parent Meetings and quarterly Parent/Teacher Conferences will provide additional venues for information and discussion on parent/family support service needs, as well as parenting and how to support children's development, specific to the 8 DRDP 2015 Domains. (Oral interpretation and written translation will be provided as needed at parent meetings.) Parents will be

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encouraged to visit their local library for family literacy workshops and are directed to community partners who have a wide variety of resources to support early learning activities towards the child's entry into kindergarten.

Family Literacy and Parenting Skills Training: The COO HS/EHS parent education program is designed to provide parents with a wide variety of opportunities to develop their knowledge and skills. Supporting family literacy is an important part of Oakland's program, as demonstrated by the following programs. COO HS/EHS uses both, the *Abiendo Puertas* and *Ready Rosie* parenting curricula to support parenting skills. *Abriendo Puertas* and *Ready Rosie* are evidence informed and research-based parenting curricula and early childhood tools utilized for family engagement and early learning and applied in a scheduled a parent workshop/parent café series format. Each COO HS/EHS family is provided with a link to the *Ready Rosie* App. This resource is part of the PFCE goals that provides families access to video workshops and opportunities to strengthen their parenting skills and understanding of literacy rich environments. In addition, COO HS/EHS works with *Jump Start*, which delivers a research-based and cost-effective program by training college students and community volunteers to work with preschool-age children in low-income neighborhoods. Through a proven curriculum, the children develop the language and literacy skills they need for kindergarten, setting them on a path for lifelong success.

To combat the digital divide and support parents with the increasing opportunities through apps and through the Internet, we have established a "Technology Lending Library," to provide families with brand new laptops and/or wi-fi hotspot. Last year, we provided over 100 laptops to our families, that enabled them to maintain contact with the Early Head Start Instructors, and kept children engaged with the innovative educational apps offered through the aforementioned programs.

D. HEALTH AND SOCIAL SERVICES

As a long-time provider of quality E/HS services, COO HS/EHS has the experience and expertise to provide comprehensive child development services to infants, toddlers, preschoolers, pregnant women, and their families. All practices and policies/procedures implemented by COO HS/EHS are guided by the expertise of members of the Health Services Advisory Committee, which consists of parents, staff, mental health professionals, and medical professionals.

During last program year, the Health Team and Family Support Staff recognized the importance of staying up to date with health care, particularly during the coronavirus pandemic, and worked to ensure that 96% of families had a Medical Home and Health Insurance. Additionally, up to 97% were up to date with Immunizations, and close to 90% had recent Hearing, Vision, and Growth Screenings. Physical Exams were lower than usual due to the closure of medical offices during this time, however children slowly got caught up with their Physicals, as appointments were beginning to get scheduled towards the end of the program year.

<u>Health Services</u>: COO HS/EHS recognizes that health is a critical need to support the education and development of children. A key mission of the program is to connect children to healthcare now, and that their families are supported to understand the role of health in their child's wellbeing. Families leave the program practiced in advocating for themselves and their children in the complex medical system. The identification and provision of health services at COO HS/EHS begins prior to a child's first day of school in the center-based program. COO HS/EHS has a policy in place that connects the provision of quality services to children and families for: determining the child's health status, coordinating and conducting health screenings,

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individualizing appropriate services and prompting and tracking treatment and follow-up services. COO HS/EHS is committed to ensuring that every child enrolled has access to continuous sources of health services and has received all appropriate preventive medical and dental exams and screening procedures according to the state Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) schedule. The participation in a COO HS/EHS has led to children successfully receiving age-appropriate preventive and primary health care. Moreover, COO HS/EHS directly provides or ensures the provision of all 30-45-and 90-day screenings required by the HSPPS and California Child Care Licensing.

COO HS/EHS requires all children to possess a physical exam or well child exam and tuberculosis (TB) test or TB no risk factor within 30 days of entry into the program, in accordance with state of California licensing requirements. In addition, families complete the Health and Development History Form at the time of enrollment to determine health concerns prior to entering the program, immunization status, access to ongoing medical care (medical home) and information on medical insurance. Children with identified medical conditions are referred to the Health/Nutrition Coordinator to develop an Individual Care Plan. Families without health insurance or access to a continuous, accessible medical home are referred to a community medical provider, such as La Clinica de la Raza, Asian Health Services and/or the Alameda County Child Health & Disability Prevention Program. The program also works with mobile clinics to provide screening services at local E/HS sites.

Screening information is also collected on height and weight, blood pressure, hemoglobin and hematocrit, vision, hearing, dental, tuberculosis, and lead screening within 30, 45 or 90 days of enrollment. Children requiring follow-up services are referred to the Health/Nutrition Coordinator for further evaluation and treatment. In the home-based program, screenings are conducted as part of the socialization activities and can be facilitated in the home during a home visit.

COO HS/EHS also works with a variety of nursing programs (e.g., Samuel Merritt University Nursing Program, and Alameda County Public Health Nursing Program) to have student nurses help complete necessary screenings (including the two-week postpartum home visit) at the centers or at the home. Nursing students also assist COO HS/EHS with completion of height and weight screenings, blood pressure screenings and, through an innovative program, are able to provide immunizations. Through a wonderful partnership with UCSF Benioff Oakland Children's Hospital over the past five years, resident doctors visit all COO HS/EHS centers and provide circle time talks on specific topics (such as hygiene, dental health, doctor visits and mental health) with children.

<u>Oral Health Services</u>: COO HS/EHS recognizes the need for a strong, comprehensive oral health program and thus implements and models healthy oral health practices as part of daily activities across the center. As with other services, prevention and early detection are the foundation for good oral health and staff receive training on how to incorporate the best dental practices into activities. Currently, COO HS/EHS is implementing Colgate Bright Smiles Bright Futures (BSBF), an oral health education and prevention program designed to improve the oral health of underserved children. BSBF provides COO HS/EHS with fun, engaging educational kits with tools to teach children and families how to maintain good oral health and prevent dental disease.

The oral health needs for each enrolled child are promoted through providing dental education for children and parents regarding the importance of tooth brushing after every meal, and through the MOU/Partnership with Native American Health, which provides each enrolled child with a full ON-SITE dental screening and exam within 90 days of enrollment. If treatment is needed as a result of the exam, a referral is made to the Native

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American dental clinic for services, and if the cost for treatment exceeds the family's insurance coverage and/or lack of coverage, then Native American Health can provide the service for free to the program and family.

<u>Nutrition Services</u>: COO HS/EHS works closely with families to assess their nutritional status and identify any potential needs. During enrollment, families complete a Health and Development History assessment, as well as a Nutrition Screener, which identifies family meal habits/patterns, child's nutrition intake and the child's physical activity patterns. Family Support Specialists, with support from the Health Team, are responsible for reviewing the results of all health screenings and Nutrition Assessments to identify areas of concern related to obesity, malnourishment, anemia or elevated lead levels. Children needing special accommodations or nutrition-related follow-up plans receive an Individualized Nutrition Care Plan.

To encourage healthy eating, COO HS/EHS provides nutrition information during monthly parent meetings, as well as through its partnership with the CalFresh Program (the state version of the Supplemental Nutrition Activity Program or SNAP) and WIC. Families are asked about WIC participation during enrollment and provided a referral if they are not currently enrolled. Through its relationship with Alameda County, COO HS/EHS was able to determine that a significant number of eligible families were not taking advantage of CalFresh. COO HS/EHS launched a campaign to send direct mailers to enrolled families, post CalFresh fliers at centers and provide ongoing education on CalFresh. Interested families receive direct communication from COO HS/EHS staff to discuss their eligibility and to schedule appointments with county eligibility workers.

Through this partnership, COO HS/EHS has been successful in increasing the number of families enrolled in CalFresh and, thus, has been successful in increasing the number of families that have access to nutritious food. To promote fitness and healthy body weight, COO HS/EHS uses a multi-prong approach. This includes collaborating with the ACNS Early Childhood Nutrition and Policy program which engages sites in implementing Nutrition and Physical Activity policies at preschools throughout Alameda County. This includes increasing eating fruits and vegetables, physical activity, and reducing screen time. Meetings, trainings, and activities with parents and Family Support Specialists occur to promote and assist with addressing health improvement goals and implementing the policy. The Choose My Plate, which illustrates the major food groups on placemats, is used with children to promote healthy eating. In addition, Oakland passed a Sugar Sweetened Beverage Tax (SSBT) that has supported many important healthy eating initiatives benefiting COO HS/EHS families. Capital investments in refillable water stations at every site are being made and costs for food quality enhancements (including organic and locally sourced produce) was subsidized by this program. In addition, this tax, along with CARES funding, supports food gift cards for COVID impacted HS families to use in local markets carrying fresh produce and supported the expansion of our Summer Food program, which families could receive additional grab and go meals when school was not in session.

Social Services

All children and families enrolled with COO HS/EHS Program is assigned with Family Services Support staff. They provide support to families throughout the year and develop goals and identify needs that will help make improvements to the family's situation and help support a stable and prosperous living and learning environment for their child. In the beginning of the year, each family completes a Family Needs Assessment with their Family Services support staff. Once complete, goals are developed, for example, securing stable housing, increased income, or seeking improved employment opportunities. The COO HS/EHS program has developed and maintained lasting relationships with many community partners who are utilized as resources and referrals for our families, such as Family Front Door, Alameda County Social Services, Jewish Family & Children's Services of the East Bay and Family Paths.
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<u>Mental Health Services</u>: Mental health wellness is vital to the wellbeing of the child and family. Children in the proposed service area are at high risk for experiencing toxic stress and high levels of trauma. To identify and follow-up on (suspected) mental health or behavioral issues with the children served, COO HS/EHS uses a consistent, well-coordinated, process which includes:

- Screening all new and returning children within 45 days of program entry, utilizing the ASQ:SE- 2 in partnership with the parent.
- Mental Health Consultants are assigned to each site and provide overall classroom observation and guidance on social emotional development and strategies for staff.
- Referrals of children whose screenings, behaviors or input from parents indicate possible concerns; observations by mental health consultant to develop short-term action plans to address these concerns.
- When suspected mental health concerns are clear, extreme and/or persist after implementation of in-house action plans, additional intensive interventions with the support of the mental health consultant including referral for external parent-child dyadic therapy services.

At each step in this process, parents are consulted. For children or families who have identified needs that cover multiple service areas, MDT Case Management is available, which includes coordination with School Readiness, Education, Family Services, Health, Disabilities and Mental Health service areas. The Mental Health/Disabilities Coordinator holds regular meetings with the Mental Health Consultants to monitor services provided to each classroom or home-based caseload. Either a licensed mental health community partner or a licensed mental health consultant provides mental health services. All contracted mental health consultants have significant experience in early intervention and working with families of infants, toddlers and preschoolers.

Mental health trainees, who are advanced psychology students, also work in Oakland E/HS classrooms weekly to observe, identify and implement prevention-based strategies supporting the social and emotional development of each child under the direction of a licensed clinical supervisor. Mental health consultants have a regular schedule to visit each E/HS classroom. The mental health consultants are available to offer case management, conduct classroom observations, staff consultations, or are available to attend parent meetings to provide training on relevant mental health topics. Mental Health consultants attend staff meetings and introduce reflective practice. Mental health providers also facilitate individual consultation for parents or staff.

COO HS/EHS also utilizes the *Teaching Pyramid Model* to promote supportive, trauma-informed and responsive teaching practices. Teaching Pyramid emphasizes the importance of building positive relationships with children and families: providing encouragement, acknowledgement and providing descriptive praise to children. Through this model, teaching staff learn to identify teachable moments, teach problem solving, teach children to recognize and express emotions and teach behavior regulation skills.

COO HS/EHS also provides trainings and educational materials to staff and parents on mental health issues throughout the year. Led by Family Support Specialists at each center, parent meeting topics support parents in accessing resources for both adult mental health and child behavioral issues based on family needs. COO HS/EHS provides opportunities for parents to identify and discuss issues related to child and adult mental health health. The Mental Health/Disabilities Coordinator is regularly available to discuss individual mental health issues with staff and families, either onsite or during a home visit. Furthermore, COO HS/EHS partners with community mental health agencies to provide educational materials or workshops to families and staff on a broad range of topics. COO HS/EHS has partnerships with the following organizations: *Through the Looking Glass, Family Paths, Jewish Family & Children's Services of the East Bay*, and *Alameda County Mental Health* to support staff, children's mental health needs. The extensive access to skilled mental health

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consultants is possible through funding received from the Oakland Fund for Youth and Children, a City program in the Human Services Department.

SECTION 3

A. PROGRAM ACCOUNTABITLY

Capacity of Senior Executive Managers and Governing Body

COO HS/EHS sits under the City's HSD (Human Services Department) that has demonstrated capacity to effectively provide oversight of the program operations, as well as to be accountable for federal funds. The HSD is led by Director Sara Bedford, who oversees a complex department that operates a budget of \$155 million. Director Bedford reports directly to the City Administrator, Edward Reiskin, who oversees the day-to-day operations of all City departments to ensure goals and policy directives of the Mayor and City Council are implemented.

COO HS/EHS has a multi-level governance structure. The City Council, which consists of eight elected officials, has legal and fiscal responsibility for the COO HS/EHS program. The City Council's Life Enrichment Committee works directly with HS management to carry out the necessary functions of the HS program. In addition, through a Council resolution and vote, the Head Start Advisory Board (HSAB) was created to assist the management staff to meet the programmatic requirements outlined in the HS Act of 2007. In addition, the City's Legal Department, in accordance with the HS Act of 2007, advises the City Council.

Effective Oversight of Program Operations and Accountability for Federal Funds

The overarching responsibilities of the HSAB are to assist the Oakland City Council in its governance role for the E/HS programs. The HSAB is involved in all of the 'must review and approve' items in the HS Act of 2007 (except for human resource management, which, by law, falls as a responsibility of the City Administrator) and submit to the City Council for final approval. The Mayor appoints and the City Council confirms up to nine HSAB members, who must reside or conduct business within the City of Oakland.

A well-accomplished Chair, Ms. Molly Tafoya, leads the HSAB. Ms. Tafoya, who is the Director of Communications for the Greenlining Institute (an organization that seeks race and social justice equity for all Oakland residents) was appointed to the HSAB by the City Council in 2009. The HSAB is also supported by experts that bring critical experience to the program, such as a *UCSF Benioff Children's Hospital – Oakland* pediatrician, local ECE Foundation director, Director of Packard's *Starting Smart and Strong* initiative, and the City Council member representing East Oakland. Together with an experienced Director, who has over 20 years of organizational management experience, the City has put in place strong management systems and fiscal policies for the successful operation of the E/HS program.

The HSAB makes recommendations to the Life Enrichment Committee of the City Council, and the City Council maintains oversight of all COO HS/EHS operations and responsibility for safeguarding the assets of the City. The City Administrator is responsible for the day-to-day operations of the City, the Director of HSD is responsible for day-to-day operations of Human Services Department, and the HS Director is responsible for the day-to-day responsibilities of the HS program. Through regular meetings and the governance structure it has created to exercise its fiduciary responsibilities, the City Council implements effective oversight of City operations and accountability for Federal funds.

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Policy Council role in Planning and Decision-Making Processes

As a long-standing E/HS program, COO HS/EHS has an existing 18-member Policy Council that participates in collaborative governance with the HSAB. The Policy Council consists of elected parent representatives from each grantee and partner site, as well as representatives community. The COO HS/EHS Policy Council acts on issues regarding the E/HS program and submits decisions to the HSAB. In addition to the duties the Policy Council and the HSAB share, the COO HS/EHS Policy Council is charged with the following responsibilities, which are in accordance with the HS Act:

- Activities to support the active involvement of parents in supporting program operations
- Bylaws for the operation of the COO HS/EHS Policy Council
- Serve as a link to center Parent Committees and HSAB
- Ensure parent involvement in the development of all phases of the HS program
- Promote and ensure parent participation in a collaborative governance process,
- Proactively share information and ideas with parents to make informed decisions
- Advocate for the welfare of children and their families in the home, school and within the community in a non-partisan manner

Overall, the COO HS/EHS Policy Council is responsible for working with the HSAB in setting the direction of the E/HS program, including participating in decisions on program design and operation, long- and short-term goals and objectives, taking into account the program planning, community needs assessment and self-assessment.

Representation of Diverse Community Served

Both the HS HSAB and the Policy Council are representative of the diverse communities served by COO HS/EHS. HSAB members are appointed by the Mayor and confirmed by the City Council. In addition to residing or working with the city, all HSAB members must be directly involved in one of the following: public education, public health, family services, childcare/child development, management and administration, human resources, or state and federal governments. Currently, the HSAB consists of four members with vast experience in early childhood, pediatric medicine, communications, and education.

Set and Monitor Overall Agency Priorities and Operational Systems

Together, the Policy Council and the HSAB adopted practices that assure active, independent, and informed governance, which include full participation in the development, planning and evaluation of the program. The responsibilities of the HSAB and Policy Council include:

- Establishing procedures and criteria for recruitment, selection and enrollment of children.
- Reviewing and approving all major policies of the E/HS program, including financial management, accounting and reporting practices.
- Approving personnel practices, including those regarding hiring and termination.
- Reviewing all applications for funding and amendments to funding applications.
- Ongoing monitoring of all fiscal expenditures, through required monthly financial reporting.
- Annual strategic planning based on data and results from the community assessment.

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- Annual self-assessment of the E/HS program, taking into account progress on meeting school readiness goals, long-term goals and short-term objectives, as well as progress on compliance with regulations and requirements.
- Monitoring monthly reporting of program operations.
- Reviewing results of child assessments to determine child outcomes on a quarterly basis.

The extensive professional experiences of the COO HS/EHS management team have facilitated the organization to effectively and efficiently administer a high-quality, comprehensive and complex Head Start/Early Head Start program. Collectively, the management team has over 120 years of experience in administering high quality, comprehensive and complex family support and early childhood education programs.

The existing COO HS/EHS core management team consists of the Director of Human Services Department, Head Start/Early Head Start Director, Program Services Supervisors, Budget/Fiscal Manager, and Program Planner. The leadership team has the responsibility for the overall strategic planning of the early childhood and family services provided by the City of Oakland, inclusive of E/HS. They are supported by a team of program coordinators and specialists, who are responsible for carrying out the responsibilities of overseeing the Early Childhood Learning program, inclusive of education, health, disabilities, mental health, nutrition, family support services and enrollment.

The following outlines staff administrative roles and responsibilities of all individuals who implement both fiscal and programmatic compliance:

Director of Human Services Department: Full oversight of the Human Services Department and all department divisions. Reports to the City Administrator (Authorized Representative) and has ultimate responsibility for the program management and fiscal operations of all programs, contracts, and grants implemented within the City of Oakland, the Human Services Department, including the federal Head Start grant, Child and Adult Food Program Grant (CACFP) and the California State Preschool Contract, and ensure adherence to federal, state and local licensing requirements and mandates.

Head Start/Early Head Start Director: Full oversight of the Early Childhood & Family Services Division, within the Human Services Department. Reports to the Director of Human Services, and has ultimate responsibility for the oversight, management, monitoring and implementation of programs, contracts, and grants implemented within the Early Childhood & Family Services Division, including the federal Head Start grant, Child and Adult Food Program Grant (CACFP), and the California State Preschool Contract, and ensure adherence to federal, state and local licensing requirements and mandates.

Budget & Fiscal Manager: Full oversight of the budget and fiscal management of fiscal operations within the Human Services Department. Reports to the Executive Director and has ultimate responsibility of the fiscal oversight, monitoring and management of the Human Services Department, division budgets, including the federal Head Start grant, Child and Adult Food Program Grant (CACFP), and the California State Preschool Program Contract, and ensure adherence to fiscal federal, state and local licensing requirements and mandates.

Program Supervisor(s)(4) - (Human Resources and Business Services; Program Content Areas; Program Facilities; and Oversight Partner Operations): Supervise operations and implementation of the following areas: Human Resources and Business Services; Comprehensive Program Content Areas, including supervision and

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evaluation of all Content Area staff; Program Facilities (Indoor/Outdoor), including supervision and evaluation of Facilities and School Readiness Coordinator Staff; and Early Childhood Education Partners.

Program Planner: Oversight of administrative and technical program processes, such as program planning; ongoing monitoring, including the annual Self-Assessment; grant application completion; completion of annual Head Start and CDE continuation funding application; completion of the CDE annual Program Self-Evaluation; completion of the annual Head Start/Early Head Start community assessment, DRDP Parent Survey; and the annual Program Information Report and Program Annual Report.

Professional Experience of Key Leaders

The extensive professional experiences of the COO HS/EHS management team have facilitated the organization to effectively and efficiently administer a high-quality, comprehensive and complex E/HS program. Collectively, the management team has over 120 years of experience in administering high quality, comprehensive and complex family support and early childhood education programs. The existing COO HS/EHS core management team consists of the Director of HSD, E/HS Director, Program Services Supervisors, and a Continuous Improvement Planner. The leadership team has the responsibility for the overall strategic planning of the early childhood and family services provided by the City of Oakland, inclusive of E/HS. They are supported by 10 program coordinators and specialists, who are responsible for carrying out the responsibilities of overseeing the E/HS program, inclusive of education, health, disabilities, mental health, nutrition, family support services and enrollment.

<u>Sara Bedford</u> serves as the Director of HSD. Ms. Bedford provides vision and leadership for a 225 FTE, 300person, \$155 million department providing comprehensive services to Oakland's residents who struggle to meet their basic needs. Major accomplishments include launching two major City funding initiatives, Oakland Fund for Children and Youth and Oakland Unite Violence Prevention Services, which provide funding to community agencies in excess of \$30 million annually. Ms. Bedford holds seats on: All In Board (County anti-poverty initiative), Everyone Home Leadership Board (county homeless collaborative), Youth Ventures/Joint Powers Authority (OUSD/City/County) and formerly sat on Workforce Investment Board. She has enhanced funding strategies through partnerships with foundations, state and federal entities to increase annual revenues both through fund development and identifying new revenue streams. Ms. Bedford holds a Master's degree in Public Policy from the University of California, Berkeley.

Diveena Cooppan is the **Director of Child & Family Services (E/HS Director)** and has over 14 years of experience as an executive manager and has been the Director of Child & Family Services since July 2019. Ms. Cooppan is an Occupational Therapist, having managed programs working with children and adults with sensory, cognitive, psychological, and physical difficulties. Ms. Cooppan has successfully helped design and manage federally funded international programs that included Mother to Child HIV transmission programs, community engagement initiatives and a Peer Educator program which was expanded at a national level. As a consultant, Ms. Cooppan has worked with non-profits on building Quality Improvement capacity and has conducted extensive program reviews for national and state level projects. As a senior therapist, Ms. Cooppan was the head of rehabilitation in multiple therapeutic environments from the hospital to community institutions. Ms. Cooppan has also been working on race and equity in these environments since 2001 and most notably was part of a state strategic planning committee to integrate and ensure equitable health services. Ms. Cooppan brings a strong background of social justice, international cultural understanding, and innovation. Ms. Cooppan is currently enrolled in the UnAversity of California Early Childhood Education, Advanced Core Program. She also holds a Master's in Public Health with a specialization in Monitoring and Evaluation.

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<u>Christine Rolan</u> is the Fiscal Manager of HSD. She has a Masters in Public Administration from Northwestern University and has extensive knowledge working within government finance. Her experience includes working as the Senior Budget Analyst for the City of Chicago's Office of Budget and Management and then worked as the Deputy Commissioner of Finance at the Chicago Department of Family and Support Services and oversaw the department's budget and grants portfolio.

<u>Alisa G. Burton</u> is the **Program Supervisor over Comprehensive Services** and has over 30 years of E/HS experience working at the local, regional and national levels. Her extensive background in the ECE field includes direct services, supervision and administration and training and technical assistance. Ms. Burton has held senior level positions at Zero to Three and the National Center for Infants & Toddlers, where she provided expert consultation and training to Region IX Federal staff and newly funded EHS programs. She also serves as part-time Faculty of Contra Costa College, teaching various courses for the ECE Department (The Special Needs Child, Intro to ECE, and Infant/Toddler Curriculum). Ms. Burton has played an active role in shaping the ECE field through numerous professional endeavors, such as drafting Technical Assistance Papers, Information Memorandums and journal articles for early childhood publications. Ms. Burton has a Master of Arts degree in Early Childhood Special Education.

<u>Maria Lavanderos</u> serves as the **Program Services Supervisor for Grantee Operations**. She has over 15 years of E/HS experience. Ms. Lavanderos is a noted infant/toddler leader within Alameda County, where she has worked tirelessly to coordinate home visitation programs throughout the county. Ms. Lavanderos was instrumental in heading the launch of EHS services throughout the City, where she was responsible for supervising and evaluating content area specialists, Family Support Specialists and administration staff. Ms. Lavanderos was instrumental in designing two state-of-the-art infant/toddler centers and administering high-quality home visitation programs. Ms. Lavanderos has a Master of Arts degree in Liberal Studies with an emphasis in Psychology.

<u>Veronica Martinez</u> currently serves as the **Program Supervisor for Delegate and Partner Agencies**, previously as the Family and Community Partnership Manager, and has over 12 years of E/HS experience. Ms. Martinez' background in E/HS includes oversight, support, monitoring, evaluation of delegate and partner operated centers, and development, implementation of program goals and objectives for the Family and Community Engagement discipline. Ms. Martinez has a 22-year background in developing and maintaining result-oriented partnerships with community-based organizations and successful contract negotiations and administration knowledge. In 2008, Ms. Martinez' commitment to crisis intervention with Oakland's at-risk youth populations was recognized in The San Francisco Chronicle and the Alameda Time Star. Ms. Martinez holds a Bachelor of Arts in Human Development, is a certified California Head Start Association Family Development Credential Trainer, holds certifications in Substance Abuse Counseling, Community Social Services, a California Department of Real Estate License, and is a CLASS Reliable Observer.

<u>Shelley Taylor</u> currently serves as the **Program Supervisor for Human Resources and Business Services** and has acquired several years of experience in compliance and monitoring while being the Business Manager at a Head Start organization in Southern Alameda County. In this role she was instrumental in developing the agencies' monitoring framework and was the project lead for many of the organizations strategic initiatives. Shelley has worked in various industries such as banking and healthcare where she has used her skillsets to automate compliance tracking, design and implement process improvement platforms along with providing training to internal and external stakeholders to maintain key performance indicators as set by various metrics.

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Shelley has a Bachelor of Science Degree in Technical Management and a Masters in Business Administration with a minor in Human Resources.

<u>Tracey Black</u> serves as COO HS/EHS' Continuous Improvement Planner and has over 25 years of experience working in the field of early care, education and family services as a former preschool teacher, researcher and content specialist in children's educational media, and program coordinator of a federally funded family literacy program. She currently volunteers on the boards of Oakland-based non-profit organization, Lotus Bloom Family Resource Center. Ms. Black is a part-time adjunct faculty member at Berkeley City College and Merritt College teaching several Child Development courses and holds a doctorate degree in Educational Leadership with an emphasis in Early Childhood Education.

B. PROGRAM PLANS AND RESULTS

COO HS/EHS has established effective management systems that are comprehensive in program planning. This includes planning developing an annual planning calendar, which outlines important milestones for management systems and updating Policies & Procedures, that guide clear and consistent processes in all areas of management and provision of services, and also reflect current federal, state and local mandates.

Systems for Communication, Record-keeping, Reporting, and Ongoing Monitoring

The community assessment is currently completed every five years with annual updates. Members of the Policy Council and Advisory Board participate in and review the results of the self-assessment, as well as provide input and approve any corrective actions to findings. These tools serve as the basis for developing long-term goals and short-term programmatic and fiscal objectives. Through monthly programmatic and fiscal reports, the Advisory Board and Policy Council conduct ongoing monitoring to evaluate the program's effectiveness in meeting its goals, including those for school readiness in children and families.

Community Assessment, Self-assessment, and Outcome-based Evaluation

The COO HS/EHS comprehensive planning and evaluation procedures also include: a community assessment that is updated annually, an annual self-assessment, and the development and execution of necessary action plans. In addition, the program completed its self-assessment by conducting a comprehensive review of its monitoring procedures, staff qualifications, health requirements for children, and ERSEA eligibility. The results of the self-assessment will be presented to the Policy Council and the Advisory Board at their regular September 2021 meetings. The AB and PC continue to monitor the program's effectiveness in meeting goals and objectives through monthly program and fiscal reports.

Effective Management Systems

COO HS/EHS has established effective management systems that are comprehensive in nature and address planning, internal and external communication, ongoing monitoring, self-assessment and recordkeeping/reporting. COO HS/EHS develops an annual planning calendar, which outlines important milestones for management systems. Policies and procedures are in place, which address all areas of management and provision of services, while promoting efficiency and effectiveness of the overall program.

Program Planning/Community Assessment: On an annual basis, COO HS/EHS assesses community needs, evaluates the status of the program, standards of excellence, rules and regulations and results of child/family outcomes. A full community assessment is conducted every five years and updated annually. The community assessment also serves as the foundation for program planning, which is augmented by the results of the annual self-assessment, ongoing monitoring reports, program information reports and school readiness outcomes.

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Based on data from the aforementioned sources, COO HS/EHS sets long-range program goals and short-term program/financial objectives. The Advisory Board, Policy Council parents, and staff are integrally involved in carrying out COO HS/EHS's planning functions.

Record keeping and Reporting: COO HS/EHS has a comprehensive data collection system to meet the record keeping and reporting requirements of the HSPPS. Storage of the data is secure, confidential and meets the required retention requirements. ChildPlus is the software used to collect data electronically. Applications, enrollment, attendance, health and safety, education and home visiting, disabilities and mental health, nutrition, staff professional development, family notes, Program Information Report and family engagement services information are entered into Child Plus on an ongoing basis. The system is also used to scan, upload and store documents into the individual child's file. The data stored in Child Plus provides a system for internal program improvement. It allows the program to identify (1) outcomes for children, parents, or staff that need attention; (2) service policies and procedures that need improvement; (3) provide opportunities to improve service delivery and identify successful practices and achievements; (4) address staff technical assistance and training needs; and (5) budget allocation priorities. This type of data collection allows for continuous program improvement.

Internal and External Communication: The program communicates with the City Council, Life Enrichment Committee, Advisory Board, and Policy Council through oral and written formats. The E/HS Director attends City Council meetings and is available to answer subsequent questions. In addition, the Life Enrichment Committee receives written reports and recommendations from the Advisory Board, which are shared with the City Council through the consent agenda. The Advisory Board and Policy Council meet monthly, where program information, updates, and reports are regularly shared for review and approval, discussions on the direction of the program are held. In addition, each center/site has a monthly center Parent Committee Meeting, where parents have an opportunity to voice their opinions and participate in a process of collaborative governance. Center newsletters are also distributed to all parents. And HSD also distributes critical information for families and the community via a bi-monthly newsletter, with a distribution list of over 10,000 recipients, which provides program highlights and critical information from COVID-19 testing options to food distribution sites to healthcare options.

Program Self-Assessment and Monitoring: Ongoing monitoring occurs through a frequent and regular schedule of monitoring. Program quality, performance management and data systems ensure that children and families receive the best possible preparation for school and life. Therefore, all management and center staff are responsible for carrying out ongoing monitoring activities. The program utilizes a combination of the following tools to conduct ongoing monitoring activities: Quality Control Reports & Corrective Action Plans, Director's Incident/Event Report, Health and Safety Checklists, DRDP Assessment Reports, various ChildPlus Management Reports, Child File Audit Checklists, ASQ-3 and ASQ:SE-2 screening results, CLASS, and home visit observations. COO HS/EHS's system of ongoing monitoring occurs timely and on a regular basis (daily, weekly, bi-monthly, monthly, quarterly and annually) to safeguard quality across all of its program services and ensure compliance. The effectiveness and sustainability of the overall system is evaluated on an annual basis.

COO HS/EHS uses ChildPlus.Net as the primary database to collect and store eligibility, selection, enrollment and attendance data of children enrolled. To select children, COO HS/EHS utilizes a selection criterion based on a point system that takes into account age, income, categorical eligibility, disability, and family circumstances (as reported by parents). In order to ensure children with the greatest amount of need are served, priority points based on income (i.e., families who have income 0-25% below the Federal poverty threshold receive the highest amount of points), as well as special family circumstances (i.e., medically fragile, teen

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parent, parent with a disability, etc.) are provided. For all applicants, a priority waitlist, that is monitored monthly, is created in ChildPlus.Net based on a point system.

On an annual basis, COO HS/EHS reviews its selection criteria to ensure it is able to capture children with the greatest amount of need. Through its selection criteria, children with identified disabilities (i.e., IEP or IFSP) and other categorically eligible children are given additional points, therefore ensuring that not less than 10% of the total program enrollment includes children who have disabilities and that children with the highest needs are served. COO HS/EHS has collaborations with Regional Center of the East Bay and OUSD's Special Education division, to coordinate services. These collaborations are instrumental in recruiting children, as well as ensuring that children who are referred for services receive proper evaluations and follow-up services in the child's least restrictive environment.

A full Community Needs Assessment is completed every five years and updated annually. This process involves evaluating the status of the program, standards of excellence, rules and regulations and results of child/family outcomes, and serves as the foundation for program planning, which is augmented by the results of the annual self-assessment, ongoing monitoring reports, program information reports and school readiness outcomes. Based on data, COO HS/EHS sets long-range program goals and short-term program/financial objectives. The Head Start Advisory Board, Parent Policy Council and staff are integrally involved in carrying out COO HS/EHS planning functions.

COO HS/EHS has a comprehensive data collection system to meet the record keeping and reporting requirements. Storage of the data is secure, confidential and meets the required retention requirements. ChildPlus is the software used to collect data electronically. Reports are run on a regular basis, e.g., daily, weekly, bi-monthly, monthly, quarterly, and annually, to safeguard quality across all of its program services and ensure compliance that support the continuous improvement and ongoing monitoring process. Additionally, an in-depth data analysis of our program occurs at least three times a year, that provides us with a thorough evaluation to improve outcomes for children, parents, address staff technical assistance and training needs and/or improved budget allocation priorities.

Program Self-Assessment and Monitoring occurs an annual basis, that assesses program operations and systems management of the program. All management and center staff are responsible for carrying out ongoing monitoring activities. The program utilizes a combination of the following tools to conduct the Program Self-Assessment process, including a review of Policies and Procedures, file audits, staff skills assessment with the data system, and verifying reporting integrity. Following the Program Self-Assessment, a Corrective Action Plan is developed that details specific action items identified to help improve the program area.

C. STAFFING

COO HS/EHS's recruitment, screening, selection and retention process is comprehensive, and has been successful as evidenced by the City's ability to hire qualified staff who possess the ability to implement a research-based curriculum aligned with the Head Start Learning Outcomes Framework (HSLOF), and who also follow state early learning guidelines through effective instructional teaching strategies.

The recruitment process begins with the City of Oakland's Human Resources Management department approving all vacant positions prior to posting. Once approved, positions are posted online for recruitment purposes and interested candidates must apply online. All job descriptions include Position Definitions, Distinguishing Characteristics, Examples of Duties, Minimum Qualifications. To aide in recruitment, positions

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are posted on local, state and federal organization websites, such as Alameda First 5, California Head Start Association, National Head Start Association, Idealist.org, Craigslist, and local colleges and universities. The existing selection process is both rigorous and thorough and will be maintained. All job applicants undergo a screening process, which includes federal and state criminal background checks. Job applicants' abilities, previous work experience, specific skill sets, and educational background are evaluated against the detailed position descriptions for each position.

A major incentive that helps in staff retention, include the generous staff benefits including full family health care. The average tenure of staff over the past few years has been 15 years, while about 70% of staff have been with the program for 3 years or more. HSD also makes a specific effort to grow staff skills and promote within current ranks, many supervisors and coordinators have been promoted from the classroom to these critical management roles.

COO HS/EHS acknowledges every employee's commitment to professional development and assists with outof-pocket expenses to all eligible employees. Tuition reimbursement is provided for individual coursework related to a degree or certification program at an accredited college or university; acquiring a credential or license that is job related and attending conferences where continuing education credits are offered. In addition, each employee is required to develop a professional development plan at the beginning of every program year. Professional development plans are based on Skills Inventories that are job-specific and incorporate job competencies.

Staffing and Supporting a Strong Early Learning Workforce

Staff is extremely qualified and knowledgeable about administering complex early education programs, having dedicated their careers to building school readiness capacity in vulnerable children and building self-sufficiency capacity in families. The organizational structure is designed to support children and families, optimize efficiency, promote accountability, and allow for effective monitoring. The **Strategic Leadership Team** led by the HS Director is responsible for data, monitoring, continuous improvement, governance, workforce development, professional development, ERSEA, oversight of partners, and community engagement. The **Operations Team** led by the Operations Manager, oversees all comprehensive services. The **Education Team** led by the Education Manager, oversees education services, and the implementation of center-based and homebased services. The **Administrative Team** is led by a business manager and oversees all human resources, fiscal services, contracts, facilities, real estate, safety, and state grants. This team works closely with City departments.

Qualifications and Ability of Key Program Staff's Ability to Administer Head Start

The E/HS Director, Ms. Cooppan, has overall responsibility for facilitating programmatic and fiscal operations, ensuring compliance with all federal, state and local requirements and overseeing the strategic direction of the HS Program. Reporting directly to the Director of HSD, the E/HS Director serves as the official representative of Oakland's early childhood programs in the community, as well as throughout the state and country.

Plan to Recruit, Retain, and Manage Qualified Staff

COO HS/EHS's recruitment, screening, selection and retention process is comprehensive, and has been successful as evidenced by the City's ability to hire qualified staff who possess the ability to implement a

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research-based curriculum aligned with the HSELOF, and who also follow state early learning guidelines through effective instructional teaching strategies.

Recruitment Process: The City's Human Resources Management department approves all vacant positions prior to posting. Once approved, positions are posted online for recruitment purposes and interested candidates must apply online. All job descriptions include Position Definitions, Distinguishing Characteristics, Examples of Duties, Minimum Qualifications, Knowledge and Abilities, License or Certificate/Other Requirements, Classifications and Benefits. To aide in recruitment, the E/HS program posts positions on local, state and federal organization websites, such as Alameda First 5, California Head Start Association, National Head Start Association, Idealist.org, Craigslist, and local colleges and universities.

Salaries and Benefits: To attract and retain well-qualified staff, the City pays living wages and offers employee benefits (health & wellness, dental, vision, retirement, deferred compensation, life insurance, disability and flexible spending accounts) and a generous retirement plan which is vested after 5 years. In fact, the average fully benefited annual salary of a COO HS/EHS teacher is approximately \$105,571including employee benefits, which no other competitor could accommodate. An additional benefit is the Tuition Reimbursement Program, thus supporting employees in obtaining advanced degrees. Premiums are paid for staff who are bi-lingual, which has been instrumental in attracting and retaining a very diverse, multi-lingual workforce.

Staff Turnover: The salaries and benefits provided to staff are generous including full family health care with no required payment and encourage staff to remain employed with the City. The average tenure of staff over the past few years has been 15 years. HSD also makes a specific effort to grow staff skills and promote within current ranks, many supervisors and coordinators have been promoted from the classroom to these critical management roles.

Strategies and Mechanisms to Support Staff: COO HS/EHS uses the practice of Reflective Supervision, which requires the supervisor and employee to reflect on work practices, thoughts, and perceptions of oneself and the people they interact with in their work structure and encourages setting professional goals. In Reflective Supervision, a collaborative working relationship is established between the employee and the supervisor. This is grounded in the ability to identify, focus and problem solve on an issue of concern and the attainment of program and organizational goals. The overall goals of this reflective supervisory experience are to deepen and broaden the knowledge of the staff and to create a safe and secure environment for staff to reflect on the full range of reactions and experiences they have had in their work with families, other employees, or partners. A key aspect of reflection and support is helping staff understand implicit bias as it relates to children of color, particularly African American boys and girls, as well as to children who are homeless. All reflective supervision sessions are documented in ChildPlus.

Ongoing Professional Development: COO HS/EHS acknowledges every employee's commitment to professional development and provides assistance with out-of-pocket expenses to all eligible employees. Tuition reimbursement is provided for individual coursework related to a degree or certification program at an accredited college or university; acquiring a credential or license that is job related and attending conferences where continuing education credits are offered. In addition, each employee is required to develop a professional development plan at the beginning of every program year. Professional development plans are based on Skills Inventories that are job-specific, incorporate job competencies, and are grounded on results of CLASS, PAT fidelity, curriculum fidelity checklists, and other data. The program's Coach, who oversees all professional development activities, reviews results of professional development plans and works closely with program

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management and service coordinators to develop a comprehensive training plan. All professional development plans and training are documented in ChildPlus.

System to Address Staff Performance, including Underperforming Staff: Under-performing staff receive disciplinary actions when they demonstrate unsatisfactory performance and/or unacceptable conduct, violate City policy or discredit the City by their actions. In the HS programs, failure to supervise a child and/or failure to meet quality teacher-child interaction standards, as measured by reliable and valid instruments, can result in further disciplinary action. All employees are members of several collective bargaining units; thus, disciplinary procedures follow collective bargaining agreement procedures. Classified Civil Service personnel are subject to suspension, fine and/or removal from office or employment by the City Administrator, with approval from the HS Policy Council.

Job Applicants in Hiring Process

COO HS/EHS seeks to employ people with the highest levels of integrity and ethical values. The existing selection process is both rigorous and thorough and will be maintained. All job applicants undergo a screening process, which includes federal and state criminal background checks. Job applicants' abilities, previous work experience, specific skill sets, and educational background are evaluated against the detailed position descriptions for each position. COO HS/EHS will continue to use its proven hiring policies and procedures in

Ensures Staff Prepared for/Supported in Implementing Practice

To effectively implement and reinforce successful staff development, each staff member is required to complete at least 15 hours of professional development per year through a series of preservice and in-service opportunities. Staff also participate in Reflective Supervision with their immediate supervisors to improve practice. In addition, COO HS/EHS participates with the Packard Foundation's Starting Smart, Starting Strong: ROCK's (Resilient Oakland Communities and Kids) Professional Learning Workshops focused on Trauma-Informed Practice to further build resiliency within children, families, and school communities through a trauma-sensitive and responsive lens. Through this, teaching staff explore the form and function of trauma, reflect and explore how trauma affects educators, engage with classroom strategies to support children's development, and to reflect on best practices. Finally, staff will continue to be required to develop professional development plans that are aligned with their positions.

D. EXPERIENCE AND PERFORMANCE

As a past sub-contractor with OUSD's State CCTR funding contract since 2017, the COO HS/EHS has been successful with providing high-quality and comprehensive services to the most vulnerable children and families for the city of Oakland. In particular, COO HS/EHS has provided quality early childhood learning to infants and children up to 3 years old throughout five of our Center Sites, located in the highest need, and underserved areas of Oakland (within zip codes – 94621, 94602, 94606, 94607.)

As mentioned, the COO HS/EHS has been a recipient of the federally funded Head Start Program since 1972. This demonstrates proven experience with implementing and operating quality early childhood education. We've prepared thousands of infants and children under 5 years old, for the skills needed for entry into kindergarten. Attachment B is a copy of the Notice of Award for fiscal year 2021-2022 that we received from the Office of Head Start that demonstrates evidence that supports the viability of the company for the duration of the contract.

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In particular, as a subcontractor with OUSD's CCTR contract, within the past five years, we have supported about 100 infants - 3-year-old children, at our Centers located in East Oakland, areas where there is a high demand for infant and toddler care within this community. Additionally, CCTR certified enrollees are guaranteed enrollment (as long as they continue meeting program requirements), into the City of Oakland's Head Start Program, and offers a seamless transition into Center Sites tailored for 3–5-year-old programming, dedicated to Kindergarten School-Readiness.

Our dedicated and qualified program staff ensure that program participants receive the support and instruction throughout the program year. They also enroll in conferences and trainings, and also attend continuous education webinars to ensure they're informed on new and innovative approaches within the field of early childhood education.

By utilizing its vast resources, the COO HS/EHS can has helped children build a foundation of resilience to combat adverse childhood experiences. During the COVID pandemic, the City of Oakland has continued to serve families, using the vast and dynamic resources of the City to ensure continuity. The program is ready to immediately continue to provide these quality services to families critically impacted by the pandemic. The COO HS/EHS has provided and continues to provide equitable learning opportunities that help children achieve their full potential as engaged learners and valued members of society.

Organizational History and Experience with Early childhood Education Programs

As previously mentioned, COO HS/EHS is housed in the City's Human Services Department (HSD) which ensures the health and well-being of all Oaklanders by providing essential human services programs. HSD administers programs serving children, youth, adults and seniors for the City and has the experience of managing over \$155 million in local, state and federal funding. HSD traces its origin to the Economic Opportunity Act of 1964, which created the Community Action Agency to advocate for low-income communities and HS programs.

In the early 1970's, the Community Action Agency and HS merged under one umbrella, the Office of Health & Human Services. After the merger, the Office of Health & Human Services was integrated with the City's Department of Aging, and later added services for homeless residents. In 2000, HSD also became the City's agency for providing violence prevention programs under a large federal grant and later expanded that work under a citizen measure passed in 2004. The growth of the department in the past decades has been substantial as HSD is now responsible for services that address: Aging and Adult Services; Community Housing (Homelessness); Policy and Planning; Children and Youth Services; and Early Childhood and Family Services. The Children and Youth Services Division develops and supports services that promote the safety, health and enrichment of children and youth throughout the city.

Through the \$19 million annual Oakland Fund for Children and Youth, HSD funds collaborations with schools, non-profits and other public agencies to support healthy youth development including family resource centers, early childhood mental health, robust after school programs with OUSD, and youth employment and leadership programs. HSD also provides grants to support healthy eating and fresh food access to children and families, manages a robust Summer Food Service Program, and the Oakland Youth Advisory Commission which advise City Council on policy from the youth perspective. The Community Housing Division of HSD is responsible for managing all of the City's homelessness interventions from street-based outreach to emergency shelters and transitional housing, to strategies for the development of deeply affordable housing. Family homelessness is a

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priority for HSD and 2020 has seen the launch of several new initiatives, including purchase of a building for deeply affordable housing and expanded family shelter, as well as a Housing Authority partnership to subsidize permanent housing for homeless families.

The Early Childhood and Family Services Division consists of E/HS and State Preschool. The City of Oakland received its first HS grant in January 1971 and over the past 49 years have expanded from approximately 200 preschool-aged children to serving over 1,000 infants, toddlers, preschoolers and pregnant women through a variety of program options.

In 1992, the City of Oakland (1 of 17 programs nationwide) was awarded a federal grant to participate in a 3year national Family Child Care Demonstration Project. During those 3 years, HS services were provided in 7 licensed family childcare homes throughout the City of Oakland. In addition to E/HS, the City of Oakland has administered a State Preschool grant since 2008.

Through State Preschool, approximately 304 low-income children have been served annually through a wraparound model with HS services. COO HS/EHS has successfully operated these State Preschool programs, as demonstrated by very successful State monitoring audits. Over the past five years, State Preschool funding has been used to augment HS programming, in order to provide extended day services to working families.

Experience Administering Size, Complexity, and Scope of Proposed Program

As mentioned in the previous section, the City of Oakland's HSD has the experience and capacity to administer a program of the size, complexity, and scope proposed. In the past 49 years, COO HS/EHS has developed and implemented innovative partnerships and services to meet the unique needs of the changing population. The COO HS/EHS program has over 135 employees with expertise in the HSPPS (Head Start Program Performance Standards), as well as deep roots in the communities across Oakland. The HS program is supported by the City's infrastructure, including the Mayor's office, which includes a deep bench of experts in finance, communications, human resources, knowledge management, community partnerships and policy. For example, the Mayor has prioritized the HS program and raised funds to provide cash supports to all HS families during the early months of the pandemic, as well as providing laptops, hot spots and multi-lingual tech support.

Experience in Early childhood Education and in Target or Similar Communities

COO HS/EHS has demonstrated its capacity to provide quality E/HS services across the city since 1971. The passion of staff for the COO HS/EHS program stems from a personal connection to the city's residents and a commitment to the neighborhoods that have most been impacted by violence, poverty and systemic racism to receive a just and equitable program that allows families to succeed. **Approximately 22% of staff are either former HS children or parents in the program and 70%** of employees have strong ties in the city either by birth, residing in the city, and/or having family members who reside in the city. The program has a strong track record of meeting local, state, and federal regulations, as well as being a model for quality. Some examples of this past experience are described in its licensure history, child outcomes successes, program evaluations, and its participation in the Quality Rating System (QRIS).

Licensure History. COO HS/EHS complies with all appropriate regulatory requirements for childcare facilities as outlined in Title 5 and 22 of the State of California Community Care Licensing Division (CCLD). COO HS/EHS operates 13 early childhood centers throughout the city, as well as oversees six partner early childhood centers. The COO HS/EH program is fully compliant with all regulatory requirements and has a positive relationship with the CCLD offices.

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Child Outcomes. COO HS/EHS demonstrates positive child outcomes on children. The most recent child outcomes data for PY 20-21 show that children ages 0-36 months that we serve, had gains in reaching the benchmark standard within their developmental continuum from Fall to Spring assessment. The domain areas of gains were Social-Emotional Development at 29.43%, Language & Literacy Development at 35.35%, Cognitive & Mathematical Development at 36.13%, Physical Development and Health at 37.05% and Approach to Learning at 25.14%.

QRIS and Other Ratings. COO HS/EHS has participated in the Quality Counts program for the past seven years through coaching and ratings. As of spring 2020, all 13 E/HS received a quality tier rating of 4 and 5, the highest ratings in the system.

Past Performance and Experience Demonstrate Quality Services. Throughout its 49 years as a HS grantee, COO HS/EHS has had numerous federal monitoring reviews, as well as various state audits. The program successfully demonstrated quality services in its 2011 and 2013/2014 federal monitoring reviews. In 2019, the program received a CLASS review, and demonstrated high levels of quality in its teacher-child interactions. In September 2019, the program received notification from the OHS that two deficiencies were found in its E/HS program from a Focus Area Two Monitoring review event that occurred in March 2019. The program was cleared of its deficiencies in October 2020 and the OHS commented that COO HS/EHS not only cleared its two deficiencies but implemented systems and processes that were innovative. In June 2020, the CACFP, during a food audit, deemed COO HS/EHS provided high-quality services.

Ability to Provide Effective Financial Management System and Strong Fiscal Controls

The City of Oakland, through its Budget Office, administers a budget of over \$1.234 billion. The City has over 4,000 FTEs. The City Administrator is directly responsible for controlling and administering the financial affairs of the City, including preparing the annual budget, financial management and procurement. The City Administrator oversees the Budget Office, Contracts & Compliance and Equal Employment Opportunity Office. In order to ensure proper checks and balances, a separate Office of the City Auditor is in place. The City Auditor is an elected position and has the overall responsibility for protecting taxpayers from waste, fraud and mismanagement by ensuring responsible, transparent financial practices. Generally Accepted Government Auditing Standards (GAGAS) are used to conduct all City audits. Over the course of the past several years, the City has obtained unqualified opinions, ensuring compliance with federal auditing requirements. Oakland has maintained strong fiscal controls and cost-effective fiscal management. For COO HS/EHS, a fiscal manager of the HSD is responsible for the day-to-day management of the E/HS budget, consisting of federal and state funds, plus additional funds appropriated by the City Council through General Purpose funds. To ensure sound fiscal management practices, COO HS/EHS has fiscal policies and procedures that define the process of ensuring timely, accurate, current and complete disclosure of financial information. The internal Fiscal Manager is responsible for financial reporting to the HSD and staff, contracts with partners, chart of accounts, journal entry final review, budget preparation, review and update, and grants and contracts administration.

Past monitoring results inform high quality E/HS program operations

Actions Taken to Address Monitoring Results

In order to inform high quality E/HS program operations, past program monitoring results for COO HS/EHS, delegate agency, and partners in conjunction with the Head Start Advisory Board, City Council, Policy Council, and partners, developed a corrective action plan that included the revision of policies and procedures, redefining its organizational structure, re-vamping the ChildPlus database system, and included advanced training of staff. Highlights of the corrective action plan include the following:

City of Oakland

Agency Name:

- Conducted a root cause analysis of its systems and practices to determine areas of strengths, as well as areas of vulnerability and inefficiencies. As a result, policies and procedures were revised to ensure a coordinated approach and to specifically outline monitoring activities and assigned responsibilities throughout service areas.
- Re-organized the organizational structure by creating two distinct positions for ERSEA and data coordination (prior to the re-organization, this was one position). An upgraded Planner position was added to hold overall continuous quality improvement strategy. Monitoring functions for the delegate and partners were assigned to key staff and held accountable for regular reporting on compliance. A Health Specialist/Family Support Specialist position was created that managed data entry for health services and provided follow-up services to children and families with chronic health conditions. The coach position was expanded to encompass a professional development landscape for the organization.
- Revamped the ChildPlus system by assessing the overall system structure, correcting data settings in the system, creating weekly checkpoints for monitoring data integrity, and training staff on the use of ChildPlus. In addition, manuals that described data entry were produced for all areas; customized reports to provide key data metrics, and to developed unique modules for weekly supervision, monitoring, and professional development.
- Overhauled the monitoring to include regular reporting to Board chairs, as well as authorized organizational representatives.

These improvements have resulted in a more efficient and accountable program that is more strategic, as well as provides higher quality services. The improvements were recognized by the OHS during the follow-up review, when the program was complimented for creating strong systemic changes.

SECTION 4

ABILITY TO DELIVER PROPOSED SOLUTION AND REFERENCE

Please see **Attachment B**, **Notice of Award** for fiscal year 2021-2022 from the Office of Head Start, as evidence that supports the viability of the company for the duration of the contract.

A. COMPANY PROFILE

	CITY OF OAKLAND				
Address:	City of Oakland	AOR:	Sara Bedford, Executive Director,		
	150 Frank H. Ogawa Plaza		Human Services Department		
	Oakland, CA 94612		Email: sbedford@oaklandca.gov		
Website:	https://www.oaklandca.gov/topics/hea d-start	w.oaklandca.gov/topics/hea POC: Diveena Cooppan, HS Director Email: dcooppan@oaklandca.gov			
Phone:	(510) 238-3165	Fax:	(510) 238-6784		

HISTORY OF THE COMPANY

City of Oakland

In 1972, the City of Oakland (COO) became a Grantee of the Federal Head Start Program and has provided early childhood education and family support services for low-income families with children, ages 3-5-years old. The program's primary goal is to support children's preparation for kindergarten and school success. In 2008, the COO deepened its school readiness efforts focused on low-income children, ages 3-4 (thru 5), and their families, when it became a state contractor of the California Department of Education/California State Preschool Program (CSPP).

In 2009, the COO then shifted its focus to expand early childhood education and family support services for low-income families with children, prenatal to 3-years-old, supporting children's early learning experience and successful transition to preschool, when it became a grantee of the federal Early Head Start Program. The COO HS/EHS proposes to deepen its efforts to support quality early learning experiences, successful transition to preschool, and parent involvement and education for low-income families with children, birth to 3-years-old, by submitting an application to become a contractor of the California Department of Education/General Child Care Program (CCTR), and will begin offering services, September 1, 2021.

The goals of the program include: 1) Infants and children up to 3-years old enrolled through the CCTR are ready to thrive in kindergarten and are healthy, ready to learn and have the skills needed for school success; 2) Parents, Family & Community are empowered and engaged in their children's education; and 3) The program learns from the information collected to always move forward and grow stronger. In further alignment with the program philosophy, goals and design - the COO Head Start/Early Head Start program employs a comprehensive, multi-dimensional, coordinated service delivery approach to provide quality services to children and families.

Currently, the COO-HS/EHS provides early care, education, and parent, family & community engagement services to 622 low-income families with children, ages prenatal - 5-years-old, through direct services among eight Center Sites, a Home-Based Program, and a locally designed option in the form or a mobile classroom, with the intention of bringing early learning to homeless shelters and temporary housing sites. Of the 622 families and children served by COO-HS/EHS, 330 are enrolled in the Early Head Start Program, serving children prenatal to 3-years of age; and 292 are enrolled in the Head Start Program, serving children 3-5-years of age. Of the 330 children enrolled in the Early Head Start program, we provide direct center-based services to 92 infants and toddlers. The current CCTR proposal being submitted, focuses on providing Full-day, Center-Based services, to serve up to 57 Certified infants and toddlers for 180 service days.

ASSESSMENT OF NEED

The proposed General Child Care and Development Program (CCTR) administered by the COO-HS P5P, will operate in alignment with Title 5 (5CCR) and California Education Code (EC) guidelines, Head Start Performance Standards, and California State Early Learning Foundations, and as indicated, will serve up to **57** Oakland infants, toddlers and families most in need of these services.

According to the FY 2020 Zip Code Priority Report developed by the Alameda Early Care and Education Council, four of the five Early Head Start sites proposed for CCTR services: *85th Avenue* - East Oakland (94621); *Lion Creek* - East Oakland (94612); *San Antonio Park* – Central Oakland (94606); and *West Grand* – Downtown/West Oakland border (94607) are situated in Priority Area 1. One site, *Broadway* (94612), is no longer categorized under a priority area, but there is still represents a high demand area, evidenced by the level of interest and number on the waitlist, in addition to serving low-income families in that Zip Code.

City of Oakland

The percentage of the population of families with children living below the poverty level in Oakland is approximately 19.4% (US Census 2000, ACS, 2013-2017) compared to 11% in Alameda County and 9.01 % in California. Based on a recent community needs assessment conducted by the HS program, the service area that is a part of the City of Oakland's proposed CCTR expansion, is in great need of quality, comprehensive, center-based, Full-day, early care and education services for children, birth-3, families across the 5 Zip Code Areas, living with children below the poverty level, between 9.11% in 94612 to 24.6% in 94621.

The estimated number of CCTR eligible families in the community where services are proposed is based on the most recent data on the supply of subsidized slots in Oakland, obtained from the local Resource and Referral Agency, *Bananas, Inc.*, as well as the most recent data provided by the Alameda County Early Care and Education Planning Council. According to the latest local early care and education planning data, there are an estimated 9,306 children, ages 0-3, who are eligible for subsidized services in Oakland (Stage 1, Stage 2, Stage 3, General Child Care-CCTR; CHAN; Alternative Payment; Family Child Care, Early Head Start and CSPP), but only an estimated 1,046 (11.2%) are enrolled, leaving an unmet need of 8,260 (88.8%) openings for the eligible infant, toddler & preschool population in Oakland.

The latest local planning data also indicates that in specific zip code areas/communities where the COO-HS/EHS's CCTR application proposes to serve, there is an unmet need for Infant/Toddler (0-36-month-olds) services, as indicated in Table 1, below:

Infant/Toddlers (0-36-month-olds)				
TOTAL # OF CHILDREN NOT	PERCENT OF CHILDREN	ZIP CODE	CITY	
SERVED	NOT SERVED			
(ELIGIBLE 85% SMI - TOTAL	(TOTAL NOT			
ENROLLED)	SERVED/ELIGIBLE 85%			
	SMI)			
703	91%	94606	Oakland	
427	81%	94607	Oakland	
1,159	90%	94621	Oakland	
218	75%	94612	Oakland	

Table 1

(Source: Alameda Early Care and Education Planning Council, 3/15/18)

PROFESSIONAL QUALIFICATIONS

The City of Oakland Human Services Department, Early Childhood & Family Services Division has a wellcoordinated, systematic, comprehensive, data-driven strategic plan to implement the General Child Care and Development service/CCTR contract. As a successful CSPP contractor since FY 2008 and a Head Start grantee since 1972, respectively, our agency has deep experience administering federal- and state-funded early childhood education contracts. As such, the City of Oakland will administer and operate the proposed CCTR/Early Head Start Program with the utmost quality, fiscal and program accountability and fidelity, Alameda County Title 5 Pilot Program, Title 22 Code of Regulations, and the Education Code, as well as the General Child Care and Development Program Funding Terms and Conditions, along with the Head Start Performance Standards and the Code of Federal Regulations, Title 45.

City of Oakland

See **Exhibit B** for list of References (3)

Agency:

Instructions:				
Please enter your annual days of operation under "Column B" row				
Please enter projected annual enrollment numbers under "Column	B" c			
		YEAR 2021-2022	CCTR	NON-PILOT
COLUMN A		COLUMN B	COLUMN C	COLUMN D
PROJECTED ENROLLMENT BY ADJUSTMENT FACTO	R	CURRENT PERIOD	ADJUSTMENT FACTOR	ADJUSTED DAYS O ENROLLMENT
Infants (up to 18 months)				
Full-time	plus	12.000	2.006	24.072
Full	time	0.000	1.700	0.000
Three-quarters		0.000	1.275	0.000
One-half	time	0.000	0.935	0.000
FCCH Infants (up to 18 months)				
Full-time	-plus	0.000	1.652	0.000
	time	0.000	1.400	0.000
Three-quarters		0.000	1.050	0.000
One-half		0.000	0.770	0.000
Toddlers (18 up to 36 months)				
Full-time	-plus	45.000	1.652	74.340
Full	time	0.000	1.400	0.000
Three-quarters	time	0.000	1.050	0.000
One-half	time	0.000	0.770	0.000
Three Years and Older				
Full-time	-plus	0.000	1.180	0.000
Full	time	0.000	1.000	0.000
Three-quarters	time	0.000	0.750	0.000
One-half	time	0.000	0.550	0.000
Exceptional Needs				
Full-time	-plus	0.000	1.416	0.000
Full	time	0.000	1.200	0.000
Three-quarters	time	0.000	0.900	0.000
One-half	time	0.000	0.660	0.000
Limited and Non-English Proficient				
Full-time	-plus	0.000	1.298	0.000
Full	time	0.000	1.100	0.000
Three-quarters	time	0.000	0.825	0.000
One-half	time	0.000	0.605	0.000
At Risk of Abuse or Neglect				
Full-time	-plus	0.000	1.298	0.000
Full	time	0.000	1.100	0.000
Three-quarters	time	0.000	0.825	0.000
One-half	time	0.000	0.605	0.000
Severely Disabled				0.000
Full-time	-	0.000	1.770	0.000
	time	0.000	1.500	0.000
Three-quarters	-	0.000	1.125	0.000
One-half	time	0.000	0.825	0.000
FOTAL DAYS OF ENROLLMENT	_	100		98.412
DAYS OF OPERATION	_	180		
DAYS OF ATTENDANCE		0.000		
CDE Contract Rate: Admin %		\$ 52.78 7 50%		
		7.50% \$ 3.96		
		\$ 3.96		
Admin Amount Subcontractor Contract Rate		\$ 48.82		

Agency:

Department of Health and Human Services

Attachment B

Administration for Children and Families

Notice of Award

Award# 09CH012060-01-00 FAIN# 09CH012060 Federal Award Date: 06/23/2021

Recipient Information

1. Recipient Name

OAKLAND, CITY OF 150 Frank H Ogawa Plz Early Childhood/Family Srvcs. Oakland, CA 94612-2007 510-238-6112

- 2. Congressional District of Recipient 13
- **3. Payment System Identifier (ID)** 1946000384A1
- **4. Employer Identification Number (EIN)** 946000384
- 5. Data Universal Numbering System (DUNS) 137137977
- 6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

Ms. Diveena Cooppan dcooppan@oaklandca.gov (510) 238-2360

8. Authorized Official

Mr. Edward Reiskin ereiskin@oaklandca.gov 000-000-0000

Federal Agency Information

ACF/OHS Region IX Grants Office

9. Awarding Agency Contact Information

Mr. Jeffrey Arciero Grants Management Officer jeffrey.arciero@acf.hhs.gov 617-565-2446

10.Program Official Contact Information

Ms. Cynthia T Yao Head Start Program Cynthia.Yao@acf.hhs.gov 415-437-8451

30. Remarks

Federal Award Information

Award Number 09CH012060-01-00 Unique Federal Award Identification Number (FAIN) 09CH012060 Statutory Authority

City of Oakland

42 USC 9801 ET SEQ.

- **14. Federal Award Project Title** Head Start and Early Head Start
- **15. Assistance Listing Number**
- 93.600 **16. Assistance Listing Program Title** Head Start
- 17. Award Action Type

New

No

18. Is the Award R&D?

Summary Federal Award Financial Information

19. Budget Period Start Date $0//01/2021$ - End Date $06/23/2022$			
Total Amount of Federal Funds Obligated by this Action\$12,252,694.00			
20a. Direct Cost Amount	\$11,849,029.00		
20b. Indirect Cost Amount	\$403,665.00		
21. Authorized Carryover	\$0.00		
22. Offset	\$0.00		
23. Total Amount of Federal Funds Obligated this budget period \$0.00			
24. Total Approved Cost Sharing or Matching, where applicable \$3,063,174.00			
25. Total Federal and Non-Federal Approved this Budget Period	\$15,315,868.00		
26. Project Period Start Date 07/01/2021 - End Date 06/30/2026			
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period Not Available			

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

Mr. Jeffrey Arciero Grants Management Officer



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 09CH012060-01-00 FAIN# 09CH012060 Federal Award Date: 06/23/2021

Recipient Information	33. Approved Budget (Excludes Direct Assistance)		
Recipient Name	 Financial Assistance from the Federal Awarding Agency Only Total project costs including grant funds and all other financial participation 		
150 Frank H Ogawa Plz Early Childhood/Family Srvcs. Oakland, CA 94612-2007 510-238-6112	a. Salaries and Wagesb. Fringe Benefitsc. TotalPersonnelCosts	\$5,372,138.00 \$2,133,657.00 \$7,505,795.00	
Congressional District of Recipient 13 Payment Account Number and Type 1946000384A1	 d. Equipment e. Supplies f. Travel c. Construction 	\$0.00 \$316,296.00 \$15,000.00	
Employer Identification Number (EIN) Data 946000384 Universal Numbering System (DUNS) 137137977 Recipient's Unique Entity Identifier Not Available 31. Assistance Type Project Grant 32. Type of Award Service	g. Construction h. Other i. Contractual	\$0.00 \$632,259.00 \$3,379,679.00	
	j. TOTAL DIRECT COSTS k. INDIRECT COSTS 1. TOTAL APPROVED BUDGET	\$11,849,029.00 \$403,665.00 \$12,252,694.00	
	m. Federal Share n. Non-Federal Share	\$12,252,694.00 \$12,252,694.00 \$3,063,174.00	

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-G094122	09CH01206001	ACFOHS	41.51	\$12,067,064.00	75-21-1536
1-G094120	09CH01206001	ACFOHS	41.51	\$66,752.00	75-21-1536
1-G094121	09CH01206001	ACFOHS	41.51	\$118,878.00	75-21-1536



Award# 09CH012060-01-00 FAIN# 09CH012060 Federal Award Date: 06/23/2021

35. Terms And Conditions

STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at http://www.hhs.gov/grants/grants/policiesregulations/index.html of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.acf.hhs.gov/discretionary-post-award-requirements This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to http://www.acf.hhs.gov/discretionary-post-award-requirements. This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to http://www.acf.hhs.gov/discretionarypost-award-requirements

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children for Children and Families U.S. Department of Health and Human Services Office of Grants Management ATTN: Grants Management Specialist 330 C Street, SW., Switzer Building Corridor 3200 Washington, DC 20201 AND

U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line)

or Email: MandatoryGranteeDisclosures@oig.hhs.gov Failure to make required disclosures can result in any of the remedies described in 45 CFR75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31

U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87. This award is subject to HHS regulations codified at 45 CFR Chapter XIII, Parts 1301, 1302, 1303, 1304 and 1305. Attached are terms and conditions, reporting requirements, and payment instructions. Initial expenditure of funds by the grantee constitutes acceptance of this award.

AWARD ATTACHMENTS

OAKLAND, CITY OF

1. Remarks

09CH012060-01-00

30. Remarks

Under Section 638 of the Head Start Act, this action awards the City of Oakland a project period of 7/1/2021 - 6/30/2026 for the operation of a Head Start and Early Head Start program in the designated service area(s). This action awards \$12,067,064 for operations; \$66,752 for Head Start training and technical assistance; and \$118,878 for Early Head Start training and technical assistance for the initial budget period of 7/1/2021 - 6/30/2022.

This action also includes funds for the cost-of-living adjustment increase for program operations. The projected increases based on the application submitted for this period are \$62,637 for Head Start and \$82,807 for Early Head Start. Adjusted annual funding levels for Head Start are \$5,196,821 for operations and \$66,752 for training and technical assistance; and Early Head Start annual funding levels are \$6,870,243 for operations and \$118,878 for training and technical assistance.

Head Start population: 292 children. Designated Head Start service area(s): Alameda County, California: City of Oakland. Approved program option(s) for the Head Start program: Center-Based, Home-Based.

Early Head Start population: 330 infants, toddlers and pregnant women. Designated Early Head Start service area(s): Alameda County, California: City of Oakland. Approved program option(s) for the Early Head Start program: Center-Based, Home-Based.

As per Program Instruction ACF-PI-HS-17-04, the grantee is required to submit one semi-annual SF-425 report, one annual SF-425 report, and one final SF-425 report. For City of Oakland, SF-425 reports must be received by:

- Semi-Annual Report: 1/30/2022
- Annual Report: 7/30/2022
- Final Report: 10/30/2022

Additionally, the grantee must submit their SF-429 Real Property Status report via the Online Data Collection System, accessible through GrantSolutions. Your SF-429 report is due by the Annual SF-425 due date given above. Please refer to Program Instruction ACF-PI-HS-17-03 for further details.

The request for the following waivers for both Head Start and Early Head Start are currently under review. A decision will be provided at a later date:

- 1303.21(b) Center-based ratios/group size

- 1302.22(c) Home-based duration

This grant is subject to the requirements included in Attachments 1 and 2.

Attachment 1

This grant is subject to Section 640(b) of the Head Start Act and 45 C.F.R. § 1303.4 requiring a nonfederal match of 20 percent of the total cost of the program. This grant is also subject to the requirements in Section 644(b) of the Head Start Act and 45 C.F.R. §1303.5 limiting development and administrative costs to a maximum of 15 percent of the total costs of the program, including the nonfederal match contribution of such costs. The requirements for a non-federal match of 20 percent and the limitation of 15 percent for development and administrative costs apply to the budget period unless a waiver is approved. Any request for a waiver of the non-federal match, or a portion thereof, that meets the conditions under Section 640(b)(1)-(5) of the Head Start Act and 45 C.F.R. § 1303.4 or a waiver of the limitation on development and administrative costs that meets the conditions under 45 C.F.R. § 1303.5 must be submitted in advance of the end of the budget period. Any waiver request submitted after the expiration of the project period will not be considered.

The HHS Uniform Administrative Requirements (see 45 C.F.R. § 75.308(c)(1)(ii)) provide the authority to ACF to approve key staff of Head Start grantees. For the purposes of this grant, key staff is defined as the Head Start Director or person carrying out the duties of the Head Start Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded, either directly or through indirect cost recovery, more than 50 percent with Head Start funds.

Section 653 of the Head Start Act prohibits the use of any federal funds, including Head Start grant funds, to pay any portion of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

Prior written approval must be obtained for the purchase of equipment and other capital expenditures as described in 45 C.F.R. § 75.439(a). Prior written approval must also be obtained under 45 C.F.R. § 75.439(b)(3) and 45 C.F.R. Part 1303 Subpart E – Facilities to use Head Start grant funds for the initial or ongoing purchase, construction and major renovation of facilities. No Head Start grant funds may be used toward the payment of one-time expenses, principal and interest for the acquisition, construction or major renovation of a facility without prior written approval of the Administration for Children and Families.

Attachment 2

Budget Period 01 of the Project Period

Head Start Grantees must comply with the terms and conditions for the project period award in the specified timeframes.

Health and Safety

- Conduct a screening of the health and safety environment of each center and/or family childcare home where services are provided according to the following schedule, as applicable:
 - within 45 days of the start of the program or school year;
 - within 45 days of children receiving services in a new center and/or family childcare home; and/or
 - within 45 days of the start of the project period when the project period begins during the program or school year. See:

https://eclkc.ohs.acf.hhs.gov/organizational-leadership/publication/health-safety-screener

- Complete a certification of compliance with all Office of Head Start (OHS) health and safety requirements within 75 days of the start of the program or school year, or within 75 days of the start of the project period when the project period begins during the program or school year.
- Submit the certification to the OHS in the Head Start Enterprise System (HSES) under the DRS tab, NoA Conditions in the folder titled "Certification of Compliance with Health & Safety Requirements" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter.

Governance

• Conduct a screening of the organization's governance and leadership capacity within 60 calendar days of the start of the project period. See:

https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governing-body-tribal-councilcertification

• Complete a certification that the governance and leadership capacity screening was conducted and a training plan was developed within 75 days of the start of the project period. See:

https://eclkc.ohs.acf.hhs.gov/organizational-leadership/article/governance-leadership-oversightcapacity-screener-certification

• Submit the certification to the OHS in the Head Start Enterprise System (HSES) under the DRS tab, NoA Conditions in the folder titled "Certification of Governance and Leadership Capacity Screening" and notify your Program and Grants Management Specialists of its availability in the Correspondence tab immediately thereafter. See:

https://eclkc.ohs.acf.hhs.gov/designation-renewal-system

Agency:

City of Oakland

Attachment C

CITY OF OAKLAND CERTIFICATE OF SELF-INSURANCE

- CERTIFICATE HOLDER: Oakland Unified School District 900 High Street Oakland, Ca 94601
- **LOCATION OF OPERATION:** West Grand; 85th Avenue; Lion Creek Crossings; San Antonio Park; and Broadway Early Head Start Program in the City of Oakland.
- DESCRIPTION OF ACTIVITY: Early Head Start/OUSD Child Care Program Services
- DATE(S) OF COVERAGE: 9/1/2021 through 6/30/2022

CERTIFICATE ISSUER: CITY OF OAKLAND HUMAN RESOURCES MANAGEMENT RISK MANAGEMENT DIVISION 150 Frank Ogawa Plaza, 3rd Floor Oakland, CA 94612 510-238-7165

This is to certify that the City of Oakland is self-insured for the following coverages:

Type of Coverage(s)	Self-Insured Limit(s)		
I. General Liability:	\$1,000,000 ea, occurrence		
II. Auto Liability:	\$1,000,000 CSL		
III. Workers' Compensation And Employers' Liability	Statutory Limits E.L. each accident \$1,000,000 E.L. Disease—ea. Employee \$1,000,000 E.L. Disease—Policy Limit \$1,000,000		

SPECIAL TERMS AND CONDITIONS: The following entities are hereby named as additional insured for the above referenced project in the covered areas of General Liability and Automobile Liability, but only as regards work performed by or on behalf of the City of Oakland and its employees in conjunction with the referenced event:

Oakland Unified School District, 900 High Street, Oakland, CA 94601

Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give 30 days written notice to the named certificate holder.

It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.

Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.

DATE ISSUED:

August 18, 2021

CERTIFICATE EXPIRES:

June 30, 2022

Deberah Grant

AUTHORIZED SIGNATURE RISK MANAGER



STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY DEPARTMENT OF SOCIAL SERVICES GAVIN NEWSOM

GOVERNOR

July 6, 2021

Ms. Christie Herrera 1025 4th Avenue Oakland, CA 94606

SUBJECT: SUBCONTRACT APPROVAL

Dear Ms. Herrera:

The California Department of Social Services, Child Care and Development Division, is in receipt of your request dated, July 1, 2021, seeking approval to subcontract a portion of your General Child Care and Development (CCTR) with the City of Oakland Head Start.

744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov

Your request to subcontract CCTR services in Alameda County with City of Oakland Head Start is approved.

Please note that when you subcontract direct services, the subcontractor must be audited in accordance with the Office of External Audits' Guidelines. That audit will be reported with your own audit. Your annual audit and program self-evaluation will include a review of subcontractor compliance as well. Finally, the subcontractors must adhere to the Funding Terms and Conditions of your contract while your agency remains ultimately responsible for compliance.

If you have any questions regarding this subject, please contact me by phone at 916-651-7341 or by email at deborah.rawson@dss.ca.gov

In Partnership,

Deborah Rawson

Deborah Rawson **Child Development Consultant Program Quality Improvement Branch** Child Care and Development Division