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OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

December 9, 2020

To: Board of Education

From: Kyla Johnson-Trammell Superintendent
Christie Herrera, Executive Director of Early Learning
Maria Sujo, Kindergarten Readiness Program Manager

Subject: Amendment No 1 – Grant Award/Contract - First 5 Alameda County – Kindergarten Ready for School – Early Childhood Education Office

ACTION REQUESTED:

Acceptance/Approval by the Board of Education of Amendment No. 1 to the Grant Award/Contract between First 5 Alameda County, Alameda, CA, (Contract No. PI-NRS-1921-299) and District, for the former to fund a Neighborhoods Ready for School Program for children from birth to age 5, as described in Contract, incorporated herein by reference as though fully set forth. via the Expanded Learning Office. in an amount not to exceed \$442,670.00. increasing the Contract from \$454,000.00 (FY 2019-20: \$227,000.00: FY 2020-21: \$227,000.00), for an amount not to exceed \$896,670.00, for the period, July 1, 2019 through June 30, 2021, pursuant to the terms and conditions thereof.

BACKGROUND:

Grant award for OUSD schools for the period July 1, 2019 through June 30, 2021 granted as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Original Amount	Increase Amount	New Grant Amount
20-2340	Yes	Grant	Oakland Unified School District, Early Childhood Education Department	To support Kindergarten Readiness systems design and coordination.	7/1/2019 – 6/30/2021	First 5 Alameda County	\$454,000.00	\$442,670.00	\$896,670.00

Discussion:

The District created a Grant Face sheet process to:

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

OUSD received a Grant Face Sheet and a completed Grant Award for the program listed in the chart by the office.

Fiscal Impact:

The total amount of the grant amendment will be provided to OUSD ECE program based on the adjustment to the Special Fund account.

- Grant Valued: \$896,670.00

Recommendation:

Acceptance by the Board of Education of District grant amendment agreements for Early Childhood Education Programming for fiscal year 2019-2020, pursuant to the terms and conditions thereof, if any.

Attachments:

Grant Face Sheet
Amendment 01 Grant Award/Contract
Original Grant Award, Legislative File ID #19-0609, approved on 6/10/2020


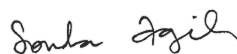
OUSD Grants Management Face Sheet

Title of Grant: Kindergarten Readiness-Neighborhood Ready for School	Funding Cycle Dates: July 1, 2019 - June 30, 2021
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Liz Gregor & Lanikque Howard First 5 Alameda County, 1115 Atlantic Ave. Alameda, Ca 94501	Grant Amount for Full Funding Cycle: \$896,670.00
Funding Agency: First 5 Alameda County	Grant Focus: Kindergarten Readiness systems design and coordination
List all School(s) or Department(s) to be Served: The Early childhood Education and Community Schools department along with collocated child development centers and elementary schools.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The Kindergarten Readiness grant is a part of First 5's Neighborhoods Ready for School strategy & COVID -19 response. The grant provides funding for the coordination of services to: (1) increase alignment between programs/systems to support children and families' readiness for school (2) cross-department collaboration to nurture school readiness and family engagement & kinder-transition programming (3) Early learning COVID family support (4) Summer Pre-K programming
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.46% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	First 5 uses a combination of results-based accountability reports family, teacher and provider surveys for program evaluation. Data collection and attendance sheets are used to measure the number of families attending engagement events and pre/post data assessment are administered during the Summer PreK program.
Does the grant require any resources from the school(s) or district? If so, describe.	The district covers administration and custodial cost for the use of facilities after school hours and during the Summer Pre-K program.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.48% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day?	No

(OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Maria Sujo 1025 4th ave Oakland, CA 510.273.8277 Maria.Sujo@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Dr. Christie Herrera		
Department Head (e.g. for school day programs or for extended day and student support activities)	Dr. Sondra Aguilera		11/13/2020

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammel		



Contract Number: PI-NRS-1921-299

AMENDMENT TO CONTRACT

Reference is made to that contract made and entered into on July 1, 2019 by and between First 5 Alameda County, an independent public agency of the State of California, and Oakland Unified School District herein referred to as "CONTRACTOR".

Said contract is hereby amended:

1. By substituting the original Agreement Recitals with the attached Revised Agreement Recitals.
2. By changing COMPENSATION from "Payment under the terms of this Agreement shall not exceed the total amount of \$454,000.00" to "Payment under the terms of this Agreement shall not exceed the total amount of \$896,670.00".
3. By substituting the original Exhibit A: Program Description and Requirements with the attached Exhibit A1: Revised Program Description and Requirements.
4. By substituting the original Exhibit B: Terms and Conditions of Payment and Accountability Requirements with the attached Exhibit B1: Revised Terms and Conditions of Payment and Accountability Requirements.
5. By substituting the original Attachment 1: Approved Budget with the attached Attachment 1A: Approved Revised Budget.
6. By substituting the original Attachment 2.0: Results Based Accountability Plan with the attached Attachment 2.0A: Revised Results Based Accountability Plan.

Except as herein amended, said contract is continued in full force and effect.

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Agreement

Recitals:

WHEREAS, First 5, is authorized by the California Children and Families First Act of 1998 ("Act") to expend moneys allocated to it for the purposes authorized by the Act and by the First 5 Strategic Plan for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 is desirous of securing the provision of certain services and deliverables outside the scope of First 5's ordinary business in furtherance of its Strategic Plan; and

WHEREAS, Contractor is independently engaged in the business of providing services similar to those described in this Agreement and is willing and able to perform duties and render services and deliverables, without supervision, which are determined by First 5 to be necessary or appropriate for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as set forth below:

I. TERM OF AGREEMENT

The Term of this Agreement begins on the 1st day of July, 2019 and shall continue, provided funding is available and allocated by First 5, until terminated in accordance with this Agreement. This Agreement shall supersede any previous agreement between Contractor and First 5 for the same services and the same time period.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by First 5 from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by First 5 to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

II. PROGRAM DESCRIPTION AND REQUIREMENTS -- EXHIBIT A1

This Agreement shall be accompanied by Exhibit A1, which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for First 5 by Contractor. Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A1 in a professional and diligent manner. Contractor shall obtain First 5's approval of all reports, requests, and other services and responsibilities, as required under this Agreement.

III. TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS-- EXHIBIT B1

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of \$896,670.00 and First 5 shall, under no circumstances, be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B1, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by First 5.

Unless it is otherwise provided in Exhibit B1 to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by First 5. Any "obligations incurred" included in claims for reimbursements and paid by First 5 which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by First 5 and shall be repaid to First 5.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by First 5, or any successor, with respect to the receipt and disbursement of the funds referred to in Exhibit B1, as well as such requirements as may be imposed by First 5.

IV. INSURANCE -- EXHIBIT C

Contractor shall maintain in force, at all times during the term of this Agreement, the insurance specified in Exhibit C attached hereto and made a part of this Agreement by this reference, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from First 5 any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

V. ADDITIONAL FISCAL PROVISIONS

Contractor shall not claim reimbursement from First 5 for (or apply sums received from First 5 with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of services provided to other public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

If Contractor is a non-profit corporation, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

VI. RECORDS

A. Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

B. Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by First 5.

C. Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of

tax exempt status, if applicable, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by First 5 or the State or federal government or the applicable funding source.

Contractor will cooperate with First 5 in the preparation of, and will furnish any and all information required for, reports to be prepared by First 5 and/or Contractor as may be required by the rules, regulations, or requirements of the County of Alameda, First 5 or of any other governmental entity. First 5 shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any First 5-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

First 5 reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

VII. AUDITS

Contractor's records, as defined in Section VI of this Agreement, shall be accessible to First 5 for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. First 5 shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. First 5 shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Funds provided by First 5 shall be accounted for separately in the Contractor's books and records. A systematic accounting record shall be kept by the Contractor of the receipt and disbursement of funds. The Contractor shall retain original substantiating documents related to contract expenditures and make these records available for First 5's review upon request. Contractor will be responsible for maintaining adequate financial records of this contract. First 5 may request general ledger documentation in support of the Contractor's expense report.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars or audits otherwise authorized by Federal or State law.

VIII. LIMITATION ON LIABILITY; INDEMNIFICATION

The liabilities or obligations of First 5 with respect to its performance, non-performance or obligations pursuant to this Agreement shall be the liabilities or obligations of First 5 and its Trust Fund, and shall not

become the liabilities or obligations of the County. Contractor shall not look to the County for satisfaction of obligations or liabilities.

Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless First 5, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and the County of Alameda, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services or in the course of performing services rendered pursuant to this Agreement.

IX. SUBCONTRACTING

None of the work to be performed by Contractor shall be subcontracted without the prior written consent of First 5. Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. First 5-approved contracts between Contractor and any subcontractor shall contain language providing that Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

X. ASSIGNMENT

Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of First 5. However, Contractor may assign its rights to receive compensation from First 5 for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from First 5 shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

XI. INDEPENDENT CONTRACTOR STATUS

Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of First 5 for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of First 5 employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees and subcontractors as they relate to the services to be provided during the course and scope of their employment or service. Contractor will not represent itself (or any of its employees) as an employee or agent of First 5. First 5 will not treat Contractor as an employee of First 5 for purposes of federal or state income tax withholding, FICA withholding, or any other taxation purpose of law, including the Internal Revenue Code of 1986, as amended.

No partnership, employment, or agency has been or is intended to be formed by this Agreement. Accordingly, Contractor understands that First 5 is not required to provide Contractor with worker's

compensation, and Contractor acknowledges and understands that Contractor is solely responsible for payment of federal and state income tax, social security, and unemployment and disability taxes, if any.

XII. CONFIDENTIALITY

Pursuant to Health and Safety Code 130140.1(e), any individually identifiable information collected by First 5 California Commissions must be protected from disclosure to unauthorized entities unless written consent was obtained from the client, parent or legal guardian. Contractor agrees to maintain the confidentiality of any patient information which may be obtained as a result of work performed pursuant to this Agreement unless required by law. Patients are defined as children and families who receive services by First 5 or children and families who receive services from the Contractor as outlined in Exhibit A1 to this Agreement. First 5 shall respect, to the extent permitted by law, the confidentiality of information furnished by Contractor to First 5 as specified in Exhibit A1.

All information that is maintained by First 5 and Contractor may be subject to inspection by any person pursuant to a request under the California Public Records Act. The information shared under California Public Records Acts refers only to agencies, organizations or partners, not individuals or patients who are recipients of child health or family services.

Confidential information is defined as all information disclosed to Contractor which relates to First 5's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to First 5 all written or descriptive matter which contain any such confidential information.

XIII. TERMINATION PROVISIONS

Termination for Cause – If First 5 determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if First 5 determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, First 5 shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by First 5, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to First 5 forthwith whatever sums are so disclosed to be due to First 5 (or shall, at First 5's election, permit First 5 to deduct such sums from whatever amounts remain undisbursed by First 5 to Contractor pursuant to this Agreement or from whatever remains due Contractor by First 5 from any other contract between Contractor and First 5).

In the event that the funding allocation or the funds available to First 5 changes, First 5 may determine, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the funding to Contractor under this Agreement due to the unavailability of funds or First 5's assessment of its funding priorities. If First 5 elects to reduce or eliminate funding pursuant this provision, it will provide 30 days advance written notice to Contractor.

Termination Without Cause – Either party may terminate this Agreement upon 30 days advance written notice to the other party. In the event of termination, Contractor shall return any unspent funds and shall not be entitled to any further funds under this Agreement.

Termination By Mutual Agreement – First 5 and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

XIV. COMPLIANCE WITH LAWS

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1970 and all amendments thereto, and all applicable federal, state, municipal and local health and safety regulations, including but not limited to directives pertaining to the COVID-19 pandemic. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save First 5 and County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and may serve as a basis for termination of this Agreement under Article XIII (“Termination for Cause”) and the initiation of appropriate legal proceedings by First 5.

XV. COMPLIANCE WITH LAWS (CONTRACTS WITH A VALUE OF \$100,000 OR MORE)*

By signing this Agreement, Contractor certifies, under penalty of perjury, that at the time of entering into this Agreement all of the following are true:

- (a) That Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- (b) That Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (c) (1) That any policy that Contractor has against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (2) Any policy adopted by Contractor or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

*Not applicable to contracts with a value of less than \$100,000

XVI. ACCIDENT REPORTING

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify First 5 by telephone. Contractor shall promptly submit a written report, in such form as may be required by First 5, of all accidents which occur in connection with this Agreement. This report must include the following information: 1. name and address of the injured or deceased person(s); 2. name and address of Contractor's subcontractor, if any; 3. name and address of Contractor's liability insurance carrier; 4. a detailed description of the circumstances surrounding the accident, whether any of First 5's equipment, tools or materials were involved and the extent of the damage to First 5 and/or other property; 5. Whether any clients or recipients of services or other persons were witnesses to the accident; and 6. determination of what effect, if any, the accident will have upon Contractor's ability to perform services.

XVII. NON-DISCRIMINATION

Contractor assures that it will comply with applicable state and federal laws and regulations that govern discrimination, including, but not limited to, the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors protected by applicable law, be excluded from participation in, be denied associated benefits, or be otherwise subjected to discrimination under activities covered in this Agreement.

XVIII. GOVERNING BOARD LIMITATIONS; CONFLICT OF INTEREST

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

Contractor shall not make governmental decisions, as defined in section 18700(c)(4) of Title 2 of the California Code of Regulations, and Contractor's work shall be subject to intervening substantive review by staff of First 5.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from First 5 based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

XIX. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring within Alameda County, the Contractor, within five days thereafter, shall notify First 5. Violation

of this provision shall constitute a material breach of this Agreement subject to termination by First 5 under Article XIII ("Termination for Cause") of this Agreement.

XX. MODIFICATIONS TO AGREEMENT

First 5 shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A1 and/or B to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder. Only one budget revision is allowed per year and may be granted or denied per the assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item adjustments under 10% are not subject to a formal revision and may be shifted at the Contractor's discretion once per year. This Agreement can be amended only by written agreement of the parties hereto.

XXI. OWNERSHIP OF WORK PRODUCT / INTELLECTUAL PROPERTY

Any work product developed by Contractor in performance of this Agreement shall be considered the work product of First 5 and upon termination of the Agreement, Contractor shall provide those materials to First 5 to the extent requested. In addition, it is the express intention of the parties that First 5 shall at all times be and shall remain the sole and exclusive owner of all rights of any kind whatsoever in and to the results and proceeds of First 5's and/or Contractor's services hereunder (the "Results"). The Contractor shall, however, retain any rights to materials used in the performance of this Agreement to the extent the Contractor possessed, owned, or developed such materials prior to entering into this Agreement.

Contractor warrants that, to the best of its knowledge and control, the Results are and will be original with Contractor in all respects (except to the extent based on material supplied by First 5), have not been and will not be exploited in any manner and/or medium, and do not or will not infringe upon the copyright, patent or any other right of any person or entity and properly attribute the use of any other sources from any person or entity. Contractor agrees to execute any and all other documents consistent herewith, which may be required to effectuate the purpose and intent of this Agreement, and agrees that First 5 shall have the sole and exclusive right to register in its own name the copyrights and any other rights in and to the Results. In addition, or alternatively, Contractor hereby irrevocably appoints First 5 as Contractor's attorney-in-fact to take such actions and make, sign, execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to First 5, its successors and assigns, all rights granted in this section. This provision is of the essence of this Agreement and shall survive termination of this Agreement.

XXII. PUBLIC EMPLOYEES' PENSION REFORM ACT

First 5 as a Participating Employer in ACERA (the Alameda County Employees' Retirement Association) is restricted by law in retaining the services of a Contractor who has retired previously under ACERA (unless the Contractor reinstates in the ACERA system). If Contractor has not previously retired under ACERA, the law does not affect his/her ability to provide services to First 5 Alameda County. If Contractor has previously retired under ACERA, the law permits the ACERA retiree to provide services to

First 5 Alameda County without reinstatement from retirement under limited circumstances. Applicable Contractors will be required to complete and submit a self-certification form of ACERA retirement status prior to execution of contract.

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Approved as to form by OUSD Staff Attorney Joanna Powell on 11/9/2020.

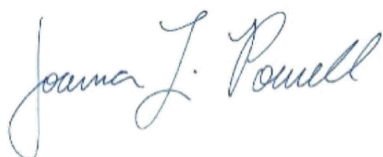
A handwritten signature in blue ink that reads "Joanna L. Powell". The signature is written in a cursive style with a large initial 'J' and 'P'.

EXHIBIT A1

REVISED PROGRAM DESCRIPTION AND REQUIREMENTS

1. Background and Program Description

The California Children and Families First Act of 1998 (Proposition 10) created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. The intent of this act is to enable counties to create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development.

First 5 has approved a Strategic Plan for a comprehensive system of early intervention services for children birth to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is the Neighborhoods Ready for School Strategy, which promotes and strengthens individual, family and neighborhood protective factors through increasing social connections, community capacity building and access to needed services (2017-2022 Strategic Plan, page 26). The services of the Contractor have been retained to support Summer Pre-K (SPK) programs and provide Early Childhood Education (ECE) and K-12 teachers with professional development and orientation to the SPK model; a School Readiness Coordinator (Program Manager) to develop and implement year round school readiness and transition programming including a student passport/snapshot form, and a variety of family/child learning activities; and to provide financial relief to families with children 0-5 through the Oakland Educational Fund for the highest need families residing in the highest need neighborhoods in the City of Oakland.

2. Prohibition on Supplantation

By law, First 5 funding may not be used to supplant other funds. First 5 funding may only be used to expand or enhance existing programs or to initiate new services or programs benefiting children prenatal to age five.

3. Performance Requirements

Contractor's approved performance requirements are included as Attachment 2.0A: Revised Results Based Accountability Plan.

4. Reporting Requirements

Contractor will submit program progress reports, expense reports and a final report as outlined on the payment schedule in Exhibit B1: Revised Terms and Conditions of Payment and Accountability Requirements. Depending on the type of service provided, Contractor may be required to collect and report on specific measures as identified in the First 5 2017-2022 Strategic Plan.

5. Fiscal Requirements

Contractor's approved budget is included as Attachment 1A: Approved Revised Budget.

Contractor may be required to submit general ledger expense reports and salaries and benefits documentation supporting expenses to be reimbursed during the funded term. First 5 will identify which reporting period(s) Contractor will be required to submit this information and provide prior notice to the Contractor.

6. ECChange, HIGH5, ECC Online, or Pathways Database Requirements

Contractor will report in HIGH 5.

7. Budget and/or Scope Revisions

Contractor may submit one budget and/or scope revision per year no later than April 15th of the fiscal year and may be granted or denied per the review and assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item adjustments under 10% are not subject to a formal revision and may be shifted to existing line items (not including administrative/indirect fees) at the Contractor's discretion once per year. All significant revisions to approved scope must be submitted in writing and may be granted or denied per the review and assessment of First 5 staff. Ineligible and previously unapproved contract expenses may be disallowed per First 5 review and assessment.

8. Federal Office of Management & Budget (OMB) Circular Requirements

Contractor is required to comply with all current OMB Circular requirements during the funded term, including but not limited to conflict of interest, internal controls, procurement and subcontractor monitoring if applicable. First 5 reserves the right to audit and collect from Contractor documentation demonstrating allowable activities and costs, eligibility, reporting, subcontractor monitoring and other special tests as identified.

9. Tuberculosis Testing

The Contractor shall require and ensure that staff who have direct and consistent contact with children through the First 5 funded activities undergo standard tuberculosis testing. Contractor will maintain records and documentation of current tuberculosis clearance and retest as appropriate.

10. Filing reports with Child Protective Services (CPS) / Child Care Licensing (CCL)

If a First 5 Contractor has knowledge of or observes a child who they suspect has been the victim of child abuse or neglect within the course of First 5 funded work, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the report should be filed by phone within 24 hours of the incident, and in writing within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that the Contractor will also file a report immediately to CCL.

Reporting suspected child abuse or neglect to First 5 or other persons is not a substitute for making a report to CPS or CCL. Reporting duties are individual and cannot be delegated to another person.

If First 5 staff become aware of suspected child abuse or neglect while providing consultation and/or contract support, and a report is not filed within the legal timeframe by the contractor, First 5 staff will file a report by phone and in writing within 24 hours.

Failing to report abuse or neglect to the appropriate agencies is not consistent with the mandates of First 5 Alameda County to improve health and development of children ages 0-5. Failure to report may result in termination of contract funding.

11. Cultural Access Services Requirements

- A. Contractor shall make a good faith effort to ensure that clients receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices, and preferred language.
- B. Contractor shall make a good faith effort to ensure that communication among staff and with the clients/population served promotes cultural responsiveness and respect of difference.
- C. Contractor shall make a good faith effort to implement strategies to recruit, retain, and promote at all levels of the organization a diverse, culturally responsive staff and leadership that are representative of the demographic characteristics of the service area.
- D. Contractor shall make a good faith effort to ensure that staff at ALL levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.
- E. Contractor shall make a good faith effort to have a clearly articulated written policy on cultural responsiveness.
- F. Contractor shall make a good faith effort to allocate resources to ensure the delivery of culturally responsive services.

12. Tobacco Control and Education Requirements

The 1998 passage of Proposition 10 added a 50-cent-per-pack increase in the state surtax on cigarettes and tobacco products to fund anti-smoking and early childhood programs. In addition, the 2016 passage of Proposition 56 increased the cigarette tax by \$2.00 per pack, with equivalent increases on tobacco products and electronic cigarettes containing nicotine. In September 2000, the Commission adopted a Comprehensive Tobacco Control Policy to reinforce the message that tobacco products and involvement with the tobacco industry in any manner constitutes a serious health hazard for young children, their families, and the community. Based on this policy, all contractors are expected to make a good faith effort to:

- A. Create and/or maintain a comprehensive smoke-free environment; including adherence to applicable secondhand smoke laws and ordinances
- B. Disclose and divest from tobacco related investments

- C. Educate clients and staff about the harmful effects of secondhand smoke on children as appropriate
- D. Provide smoking cessation resources to staff and clients as appropriate

13. Acknowledgement of Funds

The Contractor shall acknowledge the funds received in statements or printed materials as outlined in the guidelines listed below.

- A. The Contractor will announce funding awards *only after* 1) the contract has been signed and returned and 2) after any announcement strategies are discussed with First 5 staff.
- B. The Contractor agrees to use official attribution tools and logos provided by First 5 for promotional materials, public awareness campaigns or special events connected with funding.
- C. First 5 funding will be acknowledged in all materials produced for the purpose of public education and outreach regarding the Contractor's funded project. These materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts and outdoor ads. All printed materials and promotional products will include the following language:

Funded by First 5 Alameda County

- D. Materials produced with First 5 funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from First 5, and the Contractor will not be additionally reimbursed for use or reproduction.

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EXHIBIT B1**REVISED TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS**

1. Contractor Name: Oakland Unified School District

2. Term of Contract: July 1, 2019 – June 30, 2021

3. Terms and Conditions of Payment

Contractor will adhere to the following payment schedule:

Requirement Due		Due Date	Amount
1.	For the period of July 1, 2019 – December 31, 2019 <ul style="list-style-type: none"> 1st Invoice 1st Expense Report 1st Results Based Accountability (RBA) Report 	January 15, 2020	Based on actual expenses
2.	For the period of January 1, 2020 – June 30, 2020 <ul style="list-style-type: none"> 2nd Invoice 2nd Expense Report 2nd Results Based Accountability (RBA) Report 	July 15, 2020	Based on actual expenses
3.	For the period of July 1, 2020 – December 31, 2020 <ul style="list-style-type: none"> 3rd Invoice 3rd Expense Report 3rd Results Based Accountability (RBA) Report 	January 15, 2021	Based on actual expenses
4.	For the period January 1, 2021 – June 30, 2021 <ul style="list-style-type: none"> 4th (Final) Invoice 4th (Final) Expense Report 4th (Final) Results Based Accountability (RBA) Report 	July 15, 2021	Based on actual expenses

Contractor will submit invoices based on actual expenses. Invoices should be accompanied by an expense report. Additional supporting documentation for expenses may be requested per First 5's policies and other applicable requirements (federal laws, state regulations, and/or OMB Uniform Guidance standards).

Invoices are subject to review and approval by First 5 staff before payment is issued. Payment is contingent on receipt and approval of all required reports. First 5 reserves the right to withhold Contractor payment until required reporting documentation is received. Total payments during the contract term will not exceed \$896,670.00.

4. Invoicing Procedures

Invoices should be submitted to Liz Gregor at First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501.

Invoices with original signature on contractor's agency letterhead are required. Invoices may be submitted electronically or by mail.

First 5 will remit payment to:

Oakland Unified School District
1000 Broadway, Suite 150
Oakland CA, 94607

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ATTACHMENT 1A

REVISED BUDGET

Contractor Name:	Oakland Unified School District (OUSD)
Contract #	PI-NRS-1921-299
Contract Term:	July 1, 2019 - June 30, 2021

BUDGET LINE ITEMS	July 1, 2019 - June 30, 2020	July 1, 2020 - June 30, 2021	Justification of Expense
PERSONNEL EXPENSES * for positions greater than 5% FTE			
<i>List position, FTE % on project, rate</i>			<i>Brief description of job responsibilities</i>
Kindergarten Readiness Coordinator (M. Sujo) (.7 FTE of \$115,000)	0.00	80,500.00	New position to scale Kindergarten Readiness district wide
Kinder Readiness Program Manager (new position) (0.7 in FY19-20, 1 FTE in FY20-21) of: 100,208	76,031.00	100,000.00	New position to continue year round OUSD Kindergarten readiness programming
West Oakland Community Liaison (.1 FTE) of \$70,000	0.00	7,000.00	Provide coordination between OUSD, West Oakland-based programs (including NRFS programming, other community programming)
SPK TK/K Teachers (\$67/hr) 4 staff	17,120.60	53,866.15	Implementation of SPK Program in July 2019, June 2020, July 2020, and June 2021. July 2019 (actuals): 25 hours/teacher x 4 teachers x \$67/hr = \$6,700; June 2020: average of 38.88hrs/teacher x 4 teachers x \$67/hr = \$10,420.60; July 2020: average of 73.98 hrs/teacher x 4 teachers x \$67/hr \$19,829.15. June 2021: average of 127 hrs/teacher x 4 teachers x \$67/hour = \$34,037. Note: \$19,829.15 moved from 19-20 to 20-21 due to implementation dates changed because of COVID.
SPK Aide/Preschool Teachers (\$17/hr) 4 staff	4,622.00	11,834.00	Implementation of SPK Program in July 2019, June 2020, July 2020, and June 2021. July 2019 and June 2020: 67.97 hours/teacher x 4 teachers x \$17/hr = \$4,622; July 2020 and June 2021: 174.03 hrs/teacher x 4 teachers x \$17/hr Note: \$3,606 moved from 19-20 to 20-21 due to implementation dates changed because of COVID
Home Visits (Combination of teachers and aides)	0.00	20,000.00	Supplemental home visits due to COVID, breakdown of staffing structure TBD and will be submitted to First 5 by 4/30/2021
Aides year round stipend (\$17/hr)	200.00	1,300.00	Instructional Assistant year round stipend (\$17/hr)

BUDGET LINE ITEMS	July 1, 2019 - June 30, 2020	July 1, 2020 - June 30, 2021	Justification of Expense
Teacher Stipend year round stipend (\$67/hr)	300.00	2,225.00	Stipend for teacher who support kinder-readiness work, family engagement events/Kinder welcomes and K/TK class articulations
SPK Teacher Professional Development (PD) \$38.50, 4 staff	924.00	924.00	Six hours of training for summer 2019, six hours of training for summer 2020
SPK Aid PD ~\$20/hr, 4 Staff	480.00	480.00	Six hours of training in 2019, six hours of training for summer 2020
SPK Family Orientation Teacher \$38.50/hr, 4 staff	0.00	308.00	SPK Orientation, 1 hr Note: \$154 moved from 19-20 to 20-21 due to implementation dates changed because of COVID
SPK Family Orientation Aid ~\$20/hr; 4 staff	0.00	160.00	SPK Orientation; 1 hr Note: \$80 moved from 19-20 to 20-21 due to implementation dates changed because of COVID
SPK home-visits (teachers) \$38.50; 4 staff	0.00	3,696.00	12 home visits per class Note: \$1848 moved from 19-20 to 20-21 due to implementation dates changed because of COVID
SPK home-visits (aides) ~\$20/hr; 4 staff	0.00	1,920.00	12 home visits per class Note: \$960 moved from 19-20 to 20-21 due to implementation dates changed because of COVID
Kindergarten readiness program assistant \$30/hr	7,220.00	7,220.00	PreK program assistant: 240 hours.; kindergarten readiness year round and Summer PreK support (outreach, communications, ordering & accounts)
Kindergarten Transition Teacher Leader (\$625 stipend for 35 teachers)	6,875.00	15,000.00	Stipend for paring of 1 K/TK teacher and 1 preschool teacher to work together at school sites to carry out kinder transition plans/activities and family engagement (11 teachers for 19-20, 24 teachers in FY20-21)
Total Salaries	113,772.60	306,433.15	
Personnel Benefits 35.6%	46,444.00	91,929.95	
PERSONNEL EXPENSES SUBTOTAL	160,216.60	398,363.10	
GENERAL EXPENSES			
Training	-	-	
Program Materials	6,200.00	36,518.00	SPK Instructional materials and early learning materials for families with children 0-5 to be distributed in Fall and Spring 2021
Printing	2,500.00	5,474.00	SPK/Kindergarten readiness outreach & educational materials
Office Supplies	2,500.00	6,500.00	Supplies (office/learning materials for families) for program development and to support staff to carry out kindergarten readiness programming
Staff Travel	-	-	

BUDGET LINE ITEMS	July 1, 2019 - June 30, 2020	July 1, 2020 - June 30, 2021	Justification of Expense
Evaluation	2,000.00	2,000.00	Kinder-readiness website, web development and maintenance work (Transition forms) \$50/40 hrs
Miscellaneous	3,404.00	3,404.00	(refreshments) SPK & Kinder-transition teacher leaders PD, family engagement events, CFRC/FRC graduations, kinder readiness family engagement events (30 events)
Consulting Services <i>List hourly unit cost, # of hours, term: Tandem: \$300/session Playgroup aide: \$15/hr JFCS MHC: \$130/hr First Chapter: \$3k/school Web Development and Software Support: \$50/hr for 160 hours Behaviorist and Speech Language Pathologist in PreK, TK and K classrooms: \$75/hour @ 6 sites for 202 hrs Translation/Family navigator: \$25/h for 320 hours English Language Learners and Social Emotional Family Workshop/Playgroups: \$10k</i>	18,650.00	121,250.00	Playgroup: \$15/hr for aide (48 hrs); JFCS bilingual dev consultant: \$130/41 hrs; Tandem: \$300/12 hrs; Playgroup total: \$9,650. 4k to launch another playgroup at TBD OUSD site; Tandem SPK family workshops 4 classes and 3 sessions @ 2 school sites year round: =3K; First Chapter 2 schools (2 sessions @3k each)=6,000 Web development and software support to facilitate kinder readiness programing, communications, transition forms and systems alignment (\$50/hr for 160 hrs=8K); Behaviorist & SLP in PreK-TK-K rooms (\$75/hr 6 sites x approx. 202.78 hrs/site=\$91,250); Translation/Family navigator support (\$25/hr for 320 hrs= 8K); ELL/SE Family workshop/playgroups 10K
GENERAL EXPENSES SUBTOTAL	35,254.00	175,146.00	
EQUIPMENT <i>Itemize equipment costs more than \$2,000</i>			
EQUIPMENT SUBTOTAL	-	-	
SUBCONTRACTORS <i>Requires First 5 prior approval; List separately, if more than one subcontractor, and submit subcontractor's project budget</i>			
Oakland Educational Fund	-	87,000.00	Provide relief to families with children 0-5 through the Oakland Educational Fund for the highest need families residing in the highest need neighborhoods (estimated number of recipients is 290 families, receiving an average of \$300/each)
SUBCONTRACTORS SUBTOTAL	-	87,000.00	
SUBTOTAL OF DIRECT EXPENSES Sum of totals for Personnel, General, Equipment, Subcontractors and Other	195,470.60	660,509.10	
ADMINISTRATIVE/INDIRECT COSTS Maximum 15% of Direct Costs	3,966.00	36,724.30	
TOTAL BUDGET per Term	199,436.60	697,233.40	
TOTAL CONTRACT Amount		896,670.00	<i>Sum of total budgets for two terms.</i>



ATTACHMENT 2.0A

REVISED RESULTS BASED ACCOUNTABILITY (RBA) PLAN

Contractor: County of Alameda, ALL IN Alameda County

Contract Term: July 1, 2019-June 30, 2021

*First 5 Strategy: Neighborhoods Ready for School (NRF5)**Program: Neighborhoods Ready for School*

Program Specific Result 1 Build Neighborhoods Ready for School Infrastructure (i.e. Major Activities related to Staffing, Facilities, Data Systems)			
Funded Activity 1.A Identify and develop medium and long-term physical space needs/plan for San Antonio Family Resource Center and partner co-location	Performance Measure 1.A.1 Physical space plan developed Yes/No	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
Funded Activity 1.B Advocate for increased community access to safe outdoor space (e.g., San Antonio Park)	Performance Measure 1.B.1 Collaborative engaged in advocacy efforts to increase community access to safe outdoor space (Yes/No)	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting July 15, 2021
Funded Activity 1.C Revise data collection system based on current programs and processes	Performance Measure 1.C.1 Data system developed? (Yes/No)	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021

Program Specific Result 1 Build Neighborhoods Ready for School Infrastructure (i.e. Major Activities related to Staffing, Facilities, Data Systems)			
Funded Activity 1.D Update data collection protocol	Performance Measure 1.D.1 Data collection protocol updated? (Yes/No)	Data Tool Updated Data Collection Protocol Spreadsheet (previously submitted to First 5 through January 2019 reporting) <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
Supporting Documents <ul style="list-style-type: none"> ▪ Description of advocacy efforts undertaken to increase community access to safe outdoor space ▪ Data collection protocol 			

Program Specific Result 2 Governance Structure and Capacity Building Opportunities Developed for Providers/Partners			
Funded Activity 2.A San Antonio Family Resource Center (SAFRC) Executive Committee meets on monthly basis. Resident and Parent Leaders (PAR) team presents regularly to executive team. (Note: Subcommittees on pause due to COVID-19).	Performance Measure 2.A.1 # of neighborhood partners engaged in NRFS project	Data Tool Grantee records (i.e. sign-in sheets) <input checked="" type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
Funded Activity 2.B Provide four (4) virtual parent leadership workshops	Performance Measure 2.B.1 # of workshops completed	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021

Program Specific Result 2 Governance Structure and Capacity Building Opportunities Developed for Providers/Partners			
Funded Activity 2.B (continued)	Performance Measure 2.B.2 # of parents/caregivers with children 0-5 years old served	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021 July 15, 2021
	Performance Measure 2.B.3 # of parents/caregivers with leadership and advocacy skills and the opportunities to use them	Data Tool Focus Group Conducted by CCER <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> July 15, 2021
Funded Activity 2.C Connect the SAFRC to the Neighborhood Steering committee to ensure strategy alignment and engage additional partners.	Performance Measure 2.C.1 Submit summary of results of connection between Neighborhood Steering committee and SAFRC? (Yes/No)	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> July 15, 2021
Supporting Documents <ul style="list-style-type: none"> Dates of workshops and trainings completed Summary of results of connection between Neighborhood Steering committee and SAFRC 			

Program Specific Result 3 Parent/caregivers with children 0-5 years are engaged in NRFS project			
Funded Activity 3.A Provide one (1) Family Cafes series (5 weeks) <ul style="list-style-type: none"> 12-15 parents/caregivers with children 0-5 will attend each café session 	Performance Measure 3.A.1 # of Family Café series completed	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021

Program Specific Result 3 Parent/caregivers with children 0-5 years are engaged in NRFS project			
<ul style="list-style-type: none"> Integrate appropriate First 5 strategies/data (e.g., Help Me Grow, school readiness, Fatherhood) into at least one (1) session of each café series. [Series completed in February 2020] 	Performance Measure 3.A.2 # of parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021
	Performance Measure 3.A.3 % of parents/caregivers with children 0-5 who have what they need to support their child's health and wellbeing	Data Tool Focus Group conducted by CCER <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> July 15, 2021
	Performance Measure 3.A.4 # of parents/caregivers with leadership and advocacy skills and the opportunities to use them	Data Tool Grantee Records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> July 15, 2021
Funded Activity 3.B. Parent Outreach Leaders with children ages 0-5 engaged in project	Performance Measure 3.B.1 # of Parent Outreach Team members providing warm hand offs to the family navigation team	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021 July 15, 2021
Funded Activity 3.C Parent Leaders organize and lead community and targeted food distributions (3x week) <ul style="list-style-type: none"> Target of 300 families/week 	Performance Measure 3.C.1 # of events completed	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021 July 15, 2021

Program Specific Result 3 Parent/caregivers with children 0-5 years are engaged in NRFS project			
Funded Activity 3.C (continued) <ul style="list-style-type: none"> Focusing on families with children 0-5 and families with specific needs due to COVID-19 positive results in household 	Performance Measure 3.C.2 # of parent leaders organizing and leading community and targeted food distributions	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021 July 15, 2021
Funded Activity 3.D Parent Outreach Team makes connections/warm hand offs to family navigation team	Performance Measure 3.D.1 # of Parent Outreach Team members providing warm hand offs to the family navigation team	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2021 July 15, 2021
Funded Activity 3.E Conduct community based participatory research (CBPR) project, including 12 parents on core research team, and at least at least 20 parents/community members engaged by research team	Performance Measure 3.E.1 # of parents with children 0- 5 engaged in CBPR project.	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021
	Performance Measure 3.E.2 # of parents/caregivers with children 0-5 years old with leadership and advocacy skills and the opportunities to use them	Data Tool Grantee Records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021
Supporting Documents <ul style="list-style-type: none"> List of dates and brief description of Community Events Community Based Participatory Research Report 			

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Program Specific Result 4 Increased coordination, navigation and location of programs and services for families with children 0-5.			
Funded Activity 4.B Family Navigators provide navigation services to approx. 150 families with children 0-5 years old.	Performance Measure 4.B.1 # of parents/caregivers with children 0-5 served	Data Tool Grantee records <input checked="" type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021
	Performance Measure 4.B.2 # of parents/caregivers enrolled in at least one support program or service	Data Tool Grantee Records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021
	Performance Measure 4.B.3 # out of # of parents/caregivers with children 0-5 who have what they need to support their child's health and wellbeing	Data Tool Focus Group by CCER <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> July 15, 2021
Funded Activity 4.C Strengthen community partnerships through establishing Referral partnerships and school/CDC/Community Center networks	Performance Measure 4.C.1 List and description of newly established or strengthened referral partnerships	Data Tool Grantee Records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> July 15, 2021
Supporting Documents <ul style="list-style-type: none"> List of programs where families have been referred and enrolled Description of newly established or strengthened referral partnerships with other CBOs, and school/CDC/Community Center networks 			

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Program Specific Result 5 New and enhanced early childhood programs and services are developed and implemented			
Funded Activity 5.A Provide Lotus Bloom Multicultural Playgroup three (3) times/week, for 1.5 hours per session for 24 children 0-5. Provide Lotus Bloom playgroup series in stable groups for 8 weeks. (Note: Structure and targets subject to change due to COVID-19)	Performance Measure 5.A.1 # of new or enhanced early childhood programs or services	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021
	Performance Measure 5.A.2 # of children 0-5 served	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021
	Performance Measure 5.A.3 # of parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 January 15, 2021 July 15, 2021
	Performance Measure 5.A.4 % of parent/caregivers with children 0-5 who have what they need to support their child's growth and wellbeing	Data Tool Focus Group Conducted by CCER <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> July 15, 2021
Funded Activity 5.B Provide Lotus Bloom Developmental Playgroup 1 hour, 1/week for 12 children 0-5 (Note: On pause as of March 2020 due to COVID-19)	Performance Measure 5.B.1 # of new or enhanced early childhood programs or services	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting <ul style="list-style-type: none"> January 15, 2020 July 15, 2021

Program Specific Result 5 New and enhanced early childhood programs and services are developed and implemented			
Funded Activity 5.B (continued)	Performance Measure 5.B.2 # of children 0-5 served	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting ▪ January 15, 2020 ▪ July 15, 2021
	Performance Measure 5.B.3 # of parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting ▪ January 15, 2020 ▪ July 15, 2021

Program Specific Result 6 Increased economic resources and financial supports for families with children 0-5			
Funded Activity 6.A Provide referrals to financial supports, and provide case management/support to ensure enrollment and document supports received (examples: unemployment, basic needs/cash assistance from various sources)	Performance Measure 6.A.1 # of unduplicated parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
	Performance Measure 6.A.2 # out of # of parents/caregivers with children 0-5 who improve their financial wellbeing	Data Tool Focus Group Conducted by CCER <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting ▪ July 15, 2021
Funded Activity 6.B Provide emergency assistance to families with children 0-5, including -Small emergency basic needs allocations -Emergency diapers/other materials	Performance Measure 6.B.1 # of unduplicated parents/caregivers with children 0-5 served	Data Tool Grantee records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021

Funded Activity 6.B (continued)	Performance Measure 6.B.2 # out of # of parents/caregivers with children 0-5 who improve their financial wellbeing	Data Tool Focus Group Conducted by CCER <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ July 15, 2021
Funded Activity 6.C Parent Leaders organize and lead community and targeted food distributions (3x week) ▪ Target of 300 families/week ▪ Focusing on families with children 0-5 and families with specific needs due to COVID-19 positive results in household	Performance Measure 6.C.1. # of unduplicated parents/caregivers with children 0-5 years old served	Data Tool Grantee records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
Supporting Documents ▪ Summary of types of economic and financial support services provided to families			

Program Specific Result 7 Other contract requirements and activities			
Funded Activity 7.A Alamedakids.org: Designate a staff person to enter all applicable programs and services into the online Early Childhood Resource Directory (alamedakids.org) and ensure data is up-to-date.	Performance Measure 7.A.1 Staff person designated (Yes/No)	Data Tool Alamedakids.org records <input type="checkbox"/> Individual level demographic data to be submitted to First 5	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021

Program Specific Result 7 Other contract requirements and activities			
Funded Activity 7.A (continued)	Performance Measure 7.A.2 Alamedakids.org (Yes/No) <i>Data is up-to-date in</i>	Data Tool Alamedakids.org records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
Funded Activity 7.B Participate in 24 Monthly thirty (30) minute conference calls with First 5 to discuss program achievements, training needs, etc.	Performance Measure 7.B.1 # of monthly conference calls with First 5 completed	Data Tool First 5 NRFS Records <input type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting July 15, 2021
Funded Activity 7.C Participate in eight (8) Quarterly Learning Community meetings (for site administrators/grant managers and other staff/partners as applicable). Topics to include: administrative business, site updates, and trainings on additional topics, including: family navigation, policy, sustainability, and communications. Dates of meetings: July 10, 2019; October 15, 2019; January 15, 2020; October 15, 2020; January 12, 2021; and April 20, 2021.	Performance Measure 7.C.1 # of Learning Community meetings attended	Data Tool First 5 NRFS Records <input checked="" type="checkbox"/> <i>Individual level demographic data to be submitted to First 5(Provider demographics form, administered by First 5)</i>	Periodicity of Reporting ▪ July 15, 2021

Program Specific Result 7 Other contract requirements and activities			
Funded Activity 7.D Participate in 2-3 additional trainings, as needed (i.e. Early Childhood Programming, Financial Resources, etc.)	Performance Measure 7.D.1 # of additional trainings completed	Data Tool Training @ First 5 records; grantee self-report <input checked="" type="checkbox"/> <i>Individual level demographic data to be submitted to First 5</i>	Periodicity of Reporting ▪ January 15, 2021 ▪ July 15, 2021
Funded Activity 7.E Track and report unduplicated number of clients (children by age, parents/caregivers, and providers) served for the year and track and report the race/ethnicity and primary language of unduplicated children and parents/caregivers served for the year.	Performance Measure 7.E.1 # of clients served, race/ethnicity and primary language of children and parents/caregivers provided to First 5 using First 5 template (Yes/No)	Data Tool First 5 Excel template/High 5 Submission (First 5 to supply template)	Periodicity of Reporting July 15, 2021
Supporting Documents List of additional trainings attended, including topic and dates			

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12/10/2020

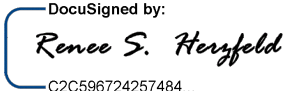
Jody London
President, Board of Education



12/10/2020

Kyla Johnson-Trammell
Secretary, Board of Education

This Amendment is effective on October 1, 2020.

By: 
C2C596724257484...
Renee S. Herzfeld, Chair
First 5 Alameda County

Date: 10/27/2020

By: 
C0F7C4F67AEA4F3...
Christie Anderson
Authorized Signatory
Oakland Unified School District

Date: 10/27/2020

Christie Anderson

Print Name

Ex. Director of Early Learning, OUSD

Title

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File ID Number	19-0609
Introduction Date	6/3/20
Enactment Number	20-0853
Enactment Date	6/10/2020
By	lf



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

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

June 3, 2020

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Department
Maria Sujo, Kindergarten Readiness Program Manager

Subject: Grant Award - First 5 Alameda County - Kindergarten Readiness, Neighborhood Ready for School - Expanded Learning Office - Community Schools & Student Services Department

ACTION REQUESTED:

Approval by the Board of Education of a grant award from First 5 Alameda County to fund School Readiness Coordinator (Program Manager), provide professional development to teachers, and a variety of Kindergarten orientations and family/child learning activities, in the amount of \$227,000.00 annually, totaling \$454,000.00 for the period July 1, 2019 through June 30, 2021, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant award for OUSD schools for the period July 1, 2019 through June 30, 2021 granted as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-0609	Yes	Grant	Oakland Unified School District Community Schools and Student Services Department	To fund School Readiness Coordinator (Program Manager), provide professional development to teachers, and a variety of Kindergarten orientations and family/child learning activities	July 1, 2019 through June 30, 2021	First 5 Alameda County	\$454,000.00, \$227,000 Annually

DISCUSSION:

The district created a Grant Face sheet process to:

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

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the office.

FISCAL IMPACT:

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

- Grants valued at: \$454,000.00

RECOMMENDATION:

Approval by the Board of Education of a grant award for OUSD schools via the Community Schools and Student Services Dept for the period July 1, 2019 through June 30, 2021, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant

ATTACHMENTS:

Grant Management Face Sheet
Grant Award Letter and Agreement

ATTACHMENTS:

Grant Management Face Sheet

Grant Award Letter and Agreement

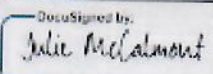
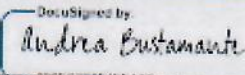
OUSD Grants Management Face Sheet

Title of Grant: Kindergarten Readiness-Neighborhood Ready for School	Funding Cycle Dates: July 1, 2019 -June 30, 2021
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Lanique Howard First 5 Alameda County, 1115 Atlantic Ave. Alameda, Ca 94501 Lanikque.Howard@first5alameda.org	Grant Amount for Full Funding Cycle: 454,000.00
Funding Agency: First 5 Alameda County	Grant Focus: Kindergarten Readiness systems design and coordination
List all School(s) or Department(s) to be Served: Community School & Student Services; MLK Jr., Garfield, New Highland/Rise, Hoover, Acorn Woodland, Brookfield, Emerson School and CDC, Harriet Tubman CDC, Reach, Bella Vista School and CDC and, Bridges.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	<p>The Kindergarten Readiness grant is a part of First 5's Neighborhoods Ready for School strategy. The grant provides funding for the coordination of services to: (1) increase alignment between programs/systems to support children and families' readiness for school (kinder-transition plans, family engagement events, K/TK family orientations), (2) cross-department collaboration to nurture school readiness: joint PreK-TK.K teacher meetings/pds's and information sharing between ECE and elementary school. (3) position schools as a resource to 0-5 families, support school readiness and enrollment through FRC's and community schools strategies. (4) Four Summer Pre-K classrooms.</p>
<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.46% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)</p>	<p>First 5 uses a combination of results based accountability family, teacher and provider surveys for program evaluation. Data collection and attendance sheets are used to measure the number of families attending engagement events and pre/post data assessment are administered during Summer PreK program.</p>
Does the grant require any resources from the school(s) or district? If so, describe.	The district covers administration and custodial cost for the use of facilities after school hours and during the Summer Pre-K program.
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(If yes, include the district's indirect rate of 5.48% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>	No
Will the proposed program take students out of	No

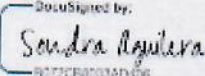
the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	
Who is the contact managing and assuring grant compliance? (include contact's name, address, phone number, email address.)	Maria Sujo 1000 Broadway suite 150 Oak, Ca 94607 Maria.sujo@ousd.org/510-879-2760

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Julie McCalmont	 <small>DocuSigned by: Julie McCalmont 394386093CC0405</small>	5/8/2020
Department Head (e.g. for school day programs or for extended day and student support activities)	Andrea Bustamante	 <small>DocuSigned by: Andrea Bustamante 89600821611A3</small>	5/8/2020

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Marcus Battle		
Superintendent	Kyla Johnson-Trammel		


DocuSigned by:
Sondra Aguilera
9772CBAC03AD406

5/8/2020

Sondra Aguilera

Chief Academic Officer



CONTRACT FOR SERVICES

CONTRACT NUMBER: PI-NRS-1921-299
CONTRACT TERM: JULY 1, 2019 – JUNE 30, 2021
CONTRACT AMOUNT: \$ 454,000.00 (FY2019-20: \$227,000.00; FY2020-21:\$227,000.00)
CONTRACTOR: OAKLAND UNIFIED SCHOOL DISTRICT
CONTACT PERSON: JULIE MCCALMONT
CONTACT TITLE: SUMMER LEARNING COORDINATOR
TELEPHONE: 510-273-1576
EMAIL: JULIE.MCCALMONT@OUSD.K12.CA.US
CONTRACTOR ADDRESS: 1000 BROADWAY, SUITE 150, OAKLAND, CA 94607

THIS CONTRACT, is hereby made and entered into on this 1st day of July, 2019 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and Oakland Unified School District ("Contractor").

IT IS HEREBY MUTUALLY AGREED that both parties will adhere to the provisions of this Agreement including Exhibit A (Program Description and Requirements), Exhibit B (Terms and Conditions of Payment and Accountability Requirements) and Exhibit C (Insurance Requirements).

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first mentioned above.

DocuSigned by:
Renee S. Herzfeld
C2C596724257484...

Renee S. Herzfeld, Chair
First 5 Alameda County

8/2/2019

Date

DocuSigned by:
Julie McCalmont
31F7616ECF7E457...

Authorized Signatory
Oakland Unified School District

8/2/2019

Date

Julie McCalmont

Print Name

Coordinator, Summer Learning Programs

P *Jody London* 6/11/2020

Jody London, President, Board of Education

Approved as to form by Joanna Powell, OUSD Staff Attorney, on 5/7/2020.

Joanna L. Powell

- *Kyla Johnson Trammell* 6/11/2020

Kyla Johnson Trammell, Secretary, Board of Education

Agreement

Recitals:

WHEREAS, First 5, is authorized by the California Children and Families First Act of 1998 ("Act") to expend moneys allocated to it for the purposes authorized by the Act and by the First 5 Strategic Plan for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 is desirous of securing the provision of certain services and deliverables in furtherance of its Strategic Plan; and

WHEREAS, Contractor is willing and able to perform duties and render services and deliverables which are determined by First 5 to be necessary or appropriate for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as set forth below:

I. TERM OF AGREEMENT

The Term of this Agreement begins on the 1st day of July, 2019 and shall continue, provided funding is allocated by First 5, until terminated in accordance with this Agreement. This Agreement shall supersede any previous agreement between Contractor and First 5 for the same services and the same time period.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by First 5 from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by First 5 to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

II. PROGRAM DESCRIPTION AND REQUIREMENTS -- EXHIBIT A

This Agreement shall be accompanied by Exhibit A, which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for First 5 by Contractor. Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner. Contractor shall obtain First 5's approval of all reports, requests, and other services and responsibilities, as required under this Agreement.

III. TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS-- EXHIBIT B

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of \$454,000.00 (FY2019-20: \$227,000.00; FY2020-21: \$227,000.00) and First 5 shall, under no circumstances, be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by First 5.

Unless it is otherwise provided in Exhibit B to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to

reimbursement by First 5. Any "obligations incurred" included in claims for reimbursements and paid by First 5 which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by First 5 and shall be repaid to First 5.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by First 5, or any successor, with respect to the receipt and disbursement of the funds referred to in Exhibit B, as well as such requirements as may be imposed by First 5.

IV. INSURANCE -- EXHIBIT C

Contractor shall maintain in force, at all times during the term of this Agreement, the insurance specified in Exhibit C attached hereto and made a part of this Agreement by this reference, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from First 5 any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

V. ADDITIONAL FISCAL PROVISIONS

Contractor shall not claim reimbursement from First 5 for (or apply sums received from First 5 with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of services provided to other public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

If Contractor is a non-profit corporation, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

VI. RECORDS

A. Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

B. Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by First 5.

C. Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, if applicable, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by First 5 or the State or federal government or the applicable funding source.

Contractor will cooperate with First 5 in the preparation of, and will furnish any and all information required for, reports to be prepared by First 5 and/or Contractor as may be required by the rules, regulations, or requirements of the County of Alameda, First 5 or of any other governmental entity. First 5 shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any First 5-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

First 5 reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

VII. AUDITS

Contractor's records, as defined in Section VI of this Agreement, shall be accessible to First 5 for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. First 5 shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. First 5 shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Funds provided by First 5 shall be accounted for separately in the Contractor's books and records. A systematic accounting record shall be kept by the Contractor of the receipt and disbursement of funds. The Contractor shall retain original substantiating documents related to contract expenditures and make these records available for First 5's review upon request. Contractor will be responsible for maintaining adequate financial records of this contract. First 5 may request general ledger documentation in support of the Contractor's expense report.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars or audits otherwise authorized by Federal or State law.

VIII. LIMITATION ON LIABILITY; INDEMNIFICATION

The liabilities or obligations of First 5 with respect to its performance, non-performance or obligations pursuant to this Agreement shall be the liabilities or obligations of First 5 and its Trust Fund, and shall not become the liabilities or obligations of the County. Contractor shall not look to the County for satisfaction of obligations or liabilities.

Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless First 5, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and the County of

Alameda, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services or in the course of performing services rendered pursuant to this Agreement.

IX. SUBCONTRACTING

None of the work to be performed by Contractor shall be subcontracted without the prior written consent of First 5. Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. First 5-approved contracts between Contractor and any subcontractor shall contain language providing that Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

X. ASSIGNMENT

Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of First 5. However, Contractor may assign its rights to receive compensation from First 5 for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from First 5 shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

XI. INDEPENDENT CONTRACTOR STATUS

Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of First 5 for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of First 5 employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees and subcontractors as they relate to the services to be provided during the course and scope of their employment or service. Contractor will not represent itself (or any of its employees) as an employee or agent of First 5. First 5 will not treat Contractor as an employee of First 5 for purposes of federal or state income tax withholding, FICA withholding, or any other taxation purpose of law, including the Internal Revenue Code of 1986, as amended.

No partnership, employment, or agency has been or is intended to be formed by this Agreement. Accordingly, Contractor understands that First 5 is not required to provide Contractor with worker's compensation, and Contractor acknowledges and understands that Contractor is solely responsible for payment of federal and state income tax, social security, and unemployment and disability taxes, if any.

XII. CONFIDENTIALITY

Pursuant to Health and Safety Code 130140.1(e), any individually identifiable information collected by First 5 California Commissions must be protected from disclosure to unauthorized entities unless written

consent was obtained from the client, parent or legal guardian. Contractor agrees to maintain the confidentiality of any patient information which may be obtained as a result of work performed pursuant to this Agreement unless required by law. Patients are defined as children and families who receive services by First 5 or children and families who receive services from the Contractor as outlined in Exhibit A to this Agreement. First 5 shall respect, to the extent permitted by law, the confidentiality of information furnished by Contractor to First 5 as specified in Exhibit A.

All information that is maintained by First 5 and Contractor may be subject to inspection by any person pursuant to a request under the California Public Records Act. The information shared under California Public Records Acts refers only to agencies, organizations or partners, not individuals or patients who are recipients of child health or family services.

Confidential information is defined as all information disclosed to Contractor which relates to First 5's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to First 5 all written or descriptive matter which contain any such confidential information.

XIII. TERMINATION PROVISIONS

Termination for Cause – If First 5 determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if First 5 determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, First 5 shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by First 5, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to First 5 forthwith whatever sums are so disclosed to be due to First 5 (or shall, at First 5's election, permit First 5 to deduct such sums from whatever amounts remain undisbursed by First 5 to Contractor pursuant to this Agreement or from whatever remains due Contractor by First 5 from any other contract between Contractor and First 5).

In the event that the funding allocation or the funds available to First 5 changes, First 5 may determine, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the funding to Contractor under this Agreement due to the unavailability of funds or First 5's assessment of its funding priorities. If First 5 elects to reduce or eliminate funding pursuant this provision, it will provide 30 days advance written notice to Contractor.

Termination Without Cause – Either party may terminate this Agreement upon 30 days advance written notice to the other party. In the event of termination, Contractor shall return any unspent funds and shall not be entitled to any further funds under this Agreement.

Termination By Mutual Agreement – First 5 and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

XIV. COMPLIANCE WITH LAWS

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of

governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1970 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save First 5 and County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and may serve as a basis for termination of this Agreement under Article XIII ("Termination for Cause") and the initiation of appropriate legal proceedings by First 5.

XV. COMPLIANCE WITH LAWS (CONTRACTS WITH A VALUE OF \$100,000 OR MORE)*

By signing this Agreement, Contractor certifies, under penalty of perjury, that at the time of entering into this Agreement all of the following are true:

- (a) That Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- (b) That Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (c) (1) That any policy that Contractor has against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (2) Any policy adopted by Contractor or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

*Not applicable to contracts with a value of less than \$100,000

XVI. ACCIDENT REPORTING

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify First 5 by telephone. Contractor shall promptly submit a written report, in such form as may be required by First 5, of all accidents which occur in connection with this Agreement. This report must include the following information: 1. name and address of the injured or deceased person(s); 2. name and address of Contractor's subcontractor, if any; 3. name and address of Contractor's liability insurance carrier; 4. a detailed description of the circumstances surrounding the accident, whether any of First 5's equipment, tools or materials were involved and the extent of the damage to First 5 and/or other property; 5. Whether any clients or recipients of services or other persons were witnesses to the accident; and 6. determination of what effect, if any, the accident will have upon Contractor's ability to perform services.

XXI. OWNERSHIP OF WORK PRODUCT / INTELLECTUAL PROPERTY

Any work product developed by Contractor in performance of this Agreement shall be considered the work product of First 5 and upon termination of the Agreement, Contractor shall provide those materials to First 5 to the extent requested. In addition, it is the express intention of the parties that First 5 shall at all times be and shall remain the sole and exclusive owner of all rights of any kind whatsoever in and to the results and proceeds of First 5's and/or Contractor's services hereunder (the "Results"). The Contractor shall, however, retain any rights to materials used in the performance of this Agreement to the extent the Contractor possessed, owned, or developed such materials prior to entering into this Agreement.

Contractor warrants that, to the best of its knowledge and control, the Results are and will be original with Contractor in all respects (except to the extent based on material supplied by First 5), have not been and will not be exploited in any manner and/or medium, and do not or will not infringe upon the copyright, patent or any other right of any person or entity and properly attribute the use of any other sources from any person or entity. Contractor agrees to execute any and all other documents consistent herewith, which may be required to effectuate the purpose and intent of this Agreement, and agrees that First 5 shall have the sole and exclusive right to register in its own name the copyrights and any other rights in and to the Results. In addition, or alternatively, Contractor hereby irrevocably appoints First 5 as Contractor's attorney-in-fact to take such actions and make, sign, execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to First 5, its successors and assigns, all rights granted in this section. This provision is of the essence of this Agreement and shall survive termination of this Agreement.

XXII. PUBLIC EMPLOYEES' PENSION REFORM ACT

First 5 as a Participating Employer in ACERA (the Alameda County Employees' Retirement Association) is restricted by law in retaining the services of a Contractor who has retired previously under ACERA (unless the Contractor reinstates in the ACERA system). If Contractor has not previously retired under ACERA, the law does not affect his/her ability to provide services to First 5 Alameda County. If Contractor has previously retired under ACERA, the law permits the ACERA retiree to provide services to First 5 Alameda County without reinstatement from retirement under limited circumstances. Applicable Contractors will be required to complete and submit a self-certification form of ACERA retirement status prior to execution of contract.

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EXHIBIT A

PROGRAM DESCRIPTION AND REQUIREMENTS

1. Background and Program Description

The California Children and Families First Act of 1998 (Proposition 10) created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. The intent of this act is to enable counties to create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development.

First 5 has approved a Strategic Plan for a comprehensive system of early intervention services for children birth to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is the Neighborhoods Ready for School Strategy, which promotes and strengthens individual, family and neighborhood protective factors through increasing social connections, community capacity building and access to needed services (2017-2021 Strategic Plan, page 26). The services of the Contractor have been retained to support Summer Pre-K (SPK) programs and provide Early Childhood Education (ECE) and K-12 teachers with professional development and orientation to the SPK model. Funding also supports a School Readiness Coordinator (Program Manager) to develop and implement year round school readiness and transition programming including a student passport/snapshot form, and a variety of family/child learning activities.

2. Prohibition on Supplantation

By law, First 5 funding may not be used to supplant other funds. First 5 funding may only be used to expand or enhance existing programs or to initiate new services or programs benefiting children prenatal to age five.

3. Performance Requirements

Contractor's approved performance requirements are included as Attachment 2.0: Results Based Accountability Plan.

4. Reporting Requirements

Contractor will submit program progress reports, expense reports and a final report as outlined on the payment schedule in Exhibit B: Terms and Conditions of Payment and Accountability Requirements. Depending on the type of service provided, Contractor may be required to collect and report on specific measures as identified in the First 5 2017-2021 Strategic Plan.

5. Fiscal Requirements

Contractor's approved budget is included as Attachment 1: Budget.

Contractor may be required to submit general ledger expense reports and salaries and benefits documentation supporting expenses to be reimbursed during the funded term. First 5 will identify which reporting period(s) Contractor will be required to submit this information and provide prior notice

to the Contractor.

6. ECChange, HIGH5, ECC Online, or Pathways Database Requirements

Contractor will report in HIGH 5.

7. Budget and/or Scope Revisions

Contractor may submit one budget and/or scope revision per year no later than April 15th of the fiscal year and may be granted or denied per the review and assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item adjustments under 10% are not subject to a formal revision and may be shifted to existing line items (not including administrative/indirect fees) at the Contractor's discretion once per year. All significant revisions to approved scope must be submitted in writing and may be granted or denied per the review and assessment of First 5 staff. Ineligible and previously unapproved contract expenses may be disallowed per First 5 review and assessment.

8. Federal Office of Management & Budget (OMB) Circular Requirements

Contractor is required to comply with all current OMB Circular requirements during the funded term, including but not limited to conflict of interest, internal controls, procurement and subcontractor monitoring if applicable. First 5 reserves the right to audit and collect from Contractor documentation demonstrating allowable activities and costs, eligibility, reporting, subcontractor monitoring and other special tests as identified.

9. Tuberculosis Testing

The Contractor shall require and ensure that staff who have direct and consistent contact with children through the First 5 funded activities undergo standard tuberculosis testing. Contractor will maintain records and documentation of current tuberculosis clearance and retest as appropriate.

10. Filing reports with Child Protective Services (CPS) / Child Care Licensing (CCL)

If a First 5 Contractor has knowledge of or observes a child who they suspect has been the victim of child abuse or neglect within the course of First 5 funded work, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the report should be filed by phone within 24 hours of the incident, and in writing within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that the Contractor will also file a report immediately to CCL.

Reporting suspected child abuse or neglect to First 5 or other persons is not a substitute for making a report to CPS or CCL. Reporting duties are individual and cannot be delegated to another person.

If First 5 staff become aware of suspected child abuse or neglect while providing consultation and/or contract support, and a report is not filed within the legal timeframe by the contractor, First 5 staff will file a report by phone and in writing within 24 hours.

Failing to report abuse or neglect to the appropriate agencies is not consistent with the mandates of First 5 Alameda County to improve health and development of children ages 0-5. Failure to report may

result in termination of contract funding.

11. Cultural Access Services Requirements

- A. Contractor shall make a good faith effort to ensure that clients receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices, and preferred language.
- B. Contractor shall make a good faith effort to ensure that communication among staff and with the clients/population served promotes cultural responsiveness and respect of difference.
- C. Contractor shall make a good faith effort to implement strategies to recruit, retain, and promote at all levels of the organization a diverse, culturally responsive staff and leadership that are representative of the demographic characteristics of the service area.
- D. Contractor shall make a good faith effort to ensure that staff at ALL levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.
- E. Contractor shall make a good faith effort to have a clearly articulated written policy on cultural responsiveness.
- F. Contractor shall make a good faith effort to allocate resources to ensure the delivery of culturally responsive services.

12. Tobacco Control and Education Requirements

The 1998 passage of Proposition 10 added a 50-cent-per-pack increase in the state surtax on cigarettes and tobacco products to fund anti-smoking and early childhood programs. In addition, the 2016 passage of Proposition 56 increased the cigarette tax by \$2.00 per pack, with equivalent increases on tobacco products and electronic cigarettes containing nicotine. In September 2000, the Commission adopted a Comprehensive Tobacco Control Policy to reinforce the message that tobacco products and involvement with the tobacco industry in any manner constitutes a serious health hazard for young children, their families, and the community. Based on this policy, all contractors are expected to make a good faith effort to:

- A. Create and/or maintain a comprehensive smoke-free environment; including adherence to applicable secondhand smoke laws and ordinances
- B. Disclose and divest from tobacco related investments
- C. Educate clients and staff about the harmful effects of secondhand smoke on children as appropriate
- D. Provide smoking cessation resources to staff and clients as appropriate

13. Acknowledgement of Funds

The Contractor shall acknowledge the funds received in statements or printed materials as outlined in the guidelines listed below.

- A. The Contractor will announce funding awards *only after* 1) the contract has been signed and returned and 2) after any announcement strategies are discussed with First 5 staff.
- B. The Contractor agrees to use official attribution tools and logos provided by First 5 for promotional materials, public awareness campaigns or special events connected with funding.
- C. First 5 funding will be acknowledged in all materials produced for the purpose of public education and outreach regarding the Contractor's funded project. These materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts and outdoor ads. All printed materials and promotional products will include the following language:

Funded by First 5 Alameda County

- D. Materials produced with First 5 funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from First 5, and the Contractor will not be additionally reimbursed for use or reproduction.

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EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT AND ACCOUNTABILITY REQUIREMENTS

1. **Contractor Name:** Oakland Unified School District

2. **Term of Contract:** July 1, 2019 – June 30, 2021

3. Terms and Conditions of Payment

Contractor will adhere to the following payment schedule:

Requirement Due		Due Date	Amount
1.	For the period (July 1, 2019 – September 30, 2019) <ul style="list-style-type: none"> • 1st Invoice • 1st Expense Report • 1st Program Report 	October 15, 2019	Based on actual expenses
2.	For the period (October 1, 2019 – December 31, 2019) <ul style="list-style-type: none"> • 2nd Invoice • 2nd Expense Report • 2nd Program Report • 1st Results Based Accountability (RBA) Report 	January 15, 2020	Based on actual expenses
3.	For the period (January 1, 2020 – March 31, 2020) <ul style="list-style-type: none"> • 3rd Invoice • 3rd Expense Report • 3rd Program Report 	April 15, 2020	Based on actual expenses
4.	For the period (April 1, 2020 – June 30, 2020) <ul style="list-style-type: none"> • 4th Invoice • 4th Expense Report • 4th Program Report • 2nd Results Based Accountability (RBA) Report 	July 15, 2020	Based on actual expenses
5.	For the period (July 1, 2020 – September 30, 2020) <ul style="list-style-type: none"> • 5th Invoice • 5th Expense Report • 5th Program Report 	October 15, 2020	Based on actual expenses

Requirement Due		Due Date	Amount
6.	For the period (October 1, 2020 – December 31, 2020) <ul style="list-style-type: none"> • 6th Invoice • 6th Expense Report • 6th Program Report • 3rd Results Based Accountability (RBA) Report 	January 15, 2021	Based on actual expenses
7.	For the period (January 1, 2021 – March 31, 2021) <ul style="list-style-type: none"> • 7th Invoice • 7th Expense Report • 7th Program Report 	April 15, 2021	Based on actual expenses
8.	For the period (April 1, 2021 – June 30, 2021) <ul style="list-style-type: none"> • 8th (Final) Invoice • 8th (Final) Expense Report • 8th (Final) Program Report • 4th (Final) Results Based Accountability (RBA) Report 	July 15, 2021	Based on actual expenses

Contractor will submit invoices based on actual expenses. Invoices should be accompanied by an expense report. Additional supporting documentation for expenses may be requested per First 5's policies and other applicable requirements (federal laws, state regulations, and/or OMB Uniform Guidance standards).

Invoices are subject to review and approval by First 5 staff before payment is issued. Payment is contingent on receipt and approval of all required reports. First 5 reserves the right to withhold Contractor payment until required reporting documentation is received. Total payments during the contract term will not exceed \$454,000.00.

4. Invoicing Procedures

Invoices should be submitted to Lisa Erickson at First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501.

Invoices with original signature on contractor's agency letterhead are required. Invoices may be submitted electronically or by mail.

First 5 will remit payment to:

Oakland Unified School District
1000 Broadway, Suite 150
Oakland CA, 94607

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EXHIBIT C

INSURANCE REQUIREMENTS

As a condition of this contract, Contractor must provide proof of insurance or evidence of self-insurance if appropriate for the following:

- ☒ **Commercial General Liability** (attach insurance cover sheet)
Minimum Limit \$1,000,000, Additional Insured Endorsement (see below)
- ☐ **Professional Liability** (attach insurance cover sheet)
Medical \$1,000,000/3,000,000, Other \$1,000,000
- ☐ **Automobile insurance** (attach insurance cover sheet)
Levels of liability minimum: \$50,000 and \$100,000
- ☒ **Workers' Compensation (WC)** (attach insurance cover sheet)
Required for all contractors with employees
WC: Statutory Limits

All Insurance Certificates showing proof of insurance must include a 30-day notice of Cancellation. First 5 reserves the right to withhold Contractor payment until required insurance documentation is received.

Additional Insured Endorsement shall name First 5 Alameda County, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and Alameda County, its Board of Supervisors, officers, agents and employees as Additional Insureds with respect to services being provided. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.

Please have Additional Insured Endorsements sent to First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501, Attention: Contracts.

First 5 reserves the right to withhold Contractor payment until required insurance documentation is received.

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**ATTACHMENT 1
BUDGET**

Contractor Name:	Oakland Unified School District (OUSD)
Contract #	PI-NRS-1921-299
Contract Term:	July 1, 2019 - June 30, 2021

BUDGET LINE ITEMS	Total Approved Budget		Justification of Expense
	July 1, 2019 -June 30, 2020	July 1, 2020-June 30, 2021	
PERSONNEL EXPENSES * for positions greater than 5% FTE			
List position, FTE % on project, rate			Brief description of job responsibilities
Kinder Readiness Program Manager (0.75) of: 100,208.22	\$76,031	\$76,031	Year round coordination of OUSD Kindergartner readiness programming
SPK TK/K Teachers (\$67/hr) 4 staff	\$34,036	\$34,036	Implementation of SPK Program in the last week of summer 2019 (July 1-5th); 25 hrs/teacher (5 days* 5 hrs/day); Three weeks of summer 2020 (18 days (includes a workday) for 5 hours (18*5=90 hrs); addl'12 hrs of class set up/break down for teacher moving classrooms (127 total hrs *\$67/hr*4 staff=\$34,036/year)
SPK Aide/Preschool Teachers (\$17/hr) 4 staff	\$8,228	\$8,228	Implementation of SPK Program in the last week of summer 2019 (July 1-5th) 25 hrs (5 days*5 hrs/day); Three weeks of summer 2020 (18 days (includes a workday) for 5 hours (18*5=90 hrs); addl'6 hrs of class set up/break down for teacher moving classroom (121 total hrs*\$17/hr*4 staff=\$8,228/year)
Aides year round stipend (\$17/hr)	\$200	\$200	Instructional Assistant year round stipend (\$17/hr)
Teacher Stipend year round stipend (\$67/hr)	\$300	\$300	Stipend for teacher who support kinder-readiness work, family engagement events/Kinder welcomes and K/TK class articulations
SPK Teacher Professional Development (PD) \$38.50, 4 staff	\$924	\$924	Six hours of training for summer
SPK Aid PD ~\$20/hr, 4 Staff	\$480	\$480	Six hours of training
SPK Family Orientation Teacher \$38.50/hr , 4 staff	\$154	\$154	SPK Orientation, 1 hr
SPK Family Orientation Aid ~\$20/hr; 4 staff	\$80	\$80	SPK Orientation; 1 hr
SPK home-visits (teachers) \$38.50; 4 staff	\$1,848	\$1,848	12 home visits per class
SPK home-visits (aides) ~\$20/hr; 4 staff	\$960	\$960	12 home vists per class
Kinder readiness program assistant \$30/hr	\$7,220	\$7,220	PreK program assistant: 240 hours.; kindergarten readiness year round and Summer PreK support (outreach, communications, ordering & accounts)
Total Salaries	\$130,461	\$130,461	
Personnel Benefits 35.6%	\$46,444	\$46,444	
PERSONNEL EXPENSES SUBTOTAL	\$176,905	\$176,905	

BUDGET LINE ITEMS	Total Approved Budget		Justification of Expense
	July 1, 2019 -June 30, 2020	July 1, 2020-June 30, 2021	
GENERAL EXPENSES			
Training	\$0	\$0	
Program Materials	\$6,200	\$6,200	SPK Instructional materials (1,200 for 4 classrooms; early learning materials for playgroups (CFRC/FRC)
Printing	\$2,500	\$2,500	SPK/Kindergarten readiness outreach & educational materials
Office Supplies	\$2,500	\$2,500	Supplies for Kinder Readiness Manager and Program Assistant
Staff Travel	\$0	\$0	
Consulting Services <i>List hourly unit cost, # of hours, term:</i> <i>Tandem: \$300/session Playgroup aide: \$15/hr JFCS MHC: \$130/hr First Chapter: \$3,000/school</i>	\$22,650	\$22,650	\$9,650 - Playgroup: \$15/hr per aide for 48 hrs (\$720); JFCS bilingual dev consultant: \$130 for 41 hrs (\$5,330); Tandem: \$300 for 12 hrs (\$3,600). \$4,000 - Playgroup to launch at another TBD OUSD site. \$3,000 - Tandem SPK family workshops (4 classes*\$300/ea=\$1,200); and 3 classes at 2 school sites year round (3 classes*2 sites=6*\$300/ea=1,800). \$6,000 - First Chapter 2 schools @ \$3,000 each
Evaluation	\$1,500	\$1,500	Kinder-readiness webiste, web development and maintenance work (Transition forms) \$50/30 hrs
Miscellaneous	\$3,353	\$3,353	Refreshments: SPK & Kinder-transition teacher leaders PD, family engagement events, CFRC/FRC graduations, kinder readiness family engagement events (30 events)
Stipend - Kinder Transition Teacher Leaders (\$625 stipend per teacher)	\$7,426	\$7,426	Stipend for paring of 1 K/TK teacher and 1 preschool teacher to work together at school sites to carry out kinder transition plans/activites and family enagagment (approx. 11 teachers) approx. 9 sites
GENERAL EXPENSES SUBTOTAL	\$46,129	\$46,129	
EQUIPMENT <i>Itemize equipment costs more than \$2,000</i>			
EQUIPMENT SUBTOTAL	\$0	\$0	
SUBCONTRACTORS <i>Requires First 5 prior approval; List separately, if more than one subcontractor, and submit subcontractor's project budget</i>			
SUBCONTRACTORS SUBTOTAL	\$0	\$0	
OTHER EXPENSES <i>Additional line Items exceeding \$5,000</i>			
OTHER EXPENSES SUBTOTAL	\$0	\$0	

BUDGET LINE ITEMS	Total Approved Budget		Justification of Expense
	July 1, 2019 -June 30, 2020	July 1, 2020-June 30, 2021	
SUBTOTAL OF DIRECT EXPENSES Sum of totals for Personnel, General, Equipment, Subcontractors and Other	223,034.00	223,034.00	
ADMINISTRATIVE/INDIRECT COSTS Maximum 15% of Direct Costs	3,966.00	3,966.00	
TOTAL BUDGET per Term	227,000.00	227,000.00	
TOTAL CONTRACT Amount		454,000.00	<i>Sum of total budgets for two terms.</i>



ATTACHMENT 2.0

RESULTS BASED ACCOUNTABILITY (RBA) PLAN
Contractor: Oakland Unified School District (OUSD)
Contract Term: July 1 2019 – June 30, 2020

First 5 Strategy: Neighborhoods Ready for School
Program: Oakland Unified School District School Readiness Program

Program Specific Result 1			
Children are ready for Kindergarten			
Funded Activity 1.A Provide Summer Pre-K (SPK) according to the SPK Planning Guide for children entering Kindergarten for the 2019-20 academic year. Provide bilingual SPK where needed. Children with little to no previous licensed preschool or child care experience will receive priority enrollment. a. Four (4) SPK classrooms implemented at four (4) elementary schools (Bridges, Garfield, Hoover, Martin Luther King) b. 16-18 students per classroom c. One (1) credentialed Transitional Kindergarten (TK) or Kindergarten (K) teacher, 1 ECE aide per classroom with a minimum of 24 ECE units (recommended) d. Four (4) weeks, 4 hours per day, 5 days a week (80 hours of service)	Performance Measure 1.A.1 # of children served at each site	Data Tool OUSD enrollment and attendance forms (modified to include Parent-Child Demographics) <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	Per Rej ■ ■ ■ ■
	Performance Measure 1.A.2 Average change in pre/post scores per OUSD SPK Kindergarten Readiness Assessment	OUSD SPK Kindergarten Readiness Assessment (Teacher administered at beginning and end of SPK) <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	■ ■ ■ ■

Program Specific Result 1			
Children are ready for Kindergarten			
Funded Activity 1.A (continued)	Performance Measure 1.A.3 Summer Pre K model specifications met. Yes/No	Data Tool OUSD records	Per
			Rej
			■
			■
			■

Program Specific Result 2			
Families have what they need to support their child's growth and wellbeing			
Funded Activity 2.A Family activities for 80% of families enrolled in SPK (i.e. family visits and five (5) hours per site of workshops, family-teacher conferences)	Performance Measure 2.A.1 80% of families enrolled in SPK attended family activities (Yes/No)	Data Tool OUSD records	Per
			Rej
			■
			■
			■
	Performance Measure 2.A.2 # of parents/caregivers with children under 5 years served (total, across all activities)	OUSD records	■
			■
			■
			■
	Performance Measure 2.A.3 % of parents/caregivers with children under five years (who attended SPK family activities) who have what they need to support their child's growth and wellbeing	Parent/Caregiver Survey <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	■
			■
			■
			■

Program Specific Result 2			
Families have what they need to support their child's growth and wellbeing			
Funded Activity 2.A (continued)	Performance Measure 2.A.4 % of children (who attend SPK) who are on track or ready for K per Parent/Caregiver	Data Tool Parent/Caregiver Survey <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	Per Rej ▪ ▪
Funded Activity 2.B Pilot at least four (4) school readiness activities for families with children under five years throughout the District. Activities will include: a. One (1) caregiver/child play and learn group (12 weeks, three (3) hours per week for nine (9) number of families) Note: If any activity that is an ongoing series will include parent survey and demographics	Performance Measure 2.B.1 # and list of activities by elementary school site	Data Tool OUSD records	Per Rej ▪ ▪
	Performance Measure 2.B.2 # of parents/caregivers with children under 5 years served (total, across all activities)	Attendance records	▪ ▪
	Performance Measure 2.B.3 # of parents/caregivers with children under five attending play and learn group	Parent Demographic Form <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	▪ ▪
	Performance Measure 2.B.4 # of children under five attending play and learn group	Child Demographic Form <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	▪ ▪

Program Specific Result 2			
Families have what they need to support their child's growth and wellbeing			
Funded Activity 2.B (continued)	Performance Measure 2.B.5 % of parents/caregivers with children under five years (who attended the play and learn group) who have what they need to support their child's growth and well-being	Data Tool Parent/Caregiver Survey <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	Per Re ▪ ▪
	Performance Measure 2.B.6 % of children (who attended the play and learn group) who are on track or ready for kindergarten	Parent/Caregiver Survey <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	▪ ▪

Program Specific Result 3			
Providers are better able to serve families with children under five years			
Funded Activity 3.A 16-20 Preschool, Kindergarten and TK Teachers implement Preschool to K/TK transition activities and practices at 8-10 elementary schools which includes the following topics, which are included in the school transition toolkit: a. PreK to K Transition Tool b. Kinder Transition Plans	Performance Measure 3.A.1 # and list of schools where transition activities and practices implemented	Data Tool OUSD records <input type="checkbox"/> Individual level data to be submitted to First 5	Pe Re ▪ ▪
	Performance Measure 3.A.2 % of providers trained who implement best or promising practices regarding K transition (including engagement of: 1) children, 2) families, and 3) school)	Teacher/Provider survey <input checked="" type="checkbox"/> Individual level data to be submitted to First 5	▪ ▪

Program Specific Result 3 Providers are better able to serve families with children under five years			
Funded Activity 3.B 1. Community School Managers, at 8-10 elementary schools, are connecting families with children under five years to programs and services including: a. Invitations to school events b. Health and developmental screenings c. Preschool enrollment information and assistance 2. Three (3) elementary school Family Resource Centers are offering programs for and connecting families with children under five to programs and services including: a. Parenting education and support groups b. Service navigation c. Preschool enrollment information and assistance 3. Family Engagement Liaisons are engaging families with children under five years at 3-5 elementary schools.	Performance Measure 3.B.1 # and description of OUSD policy and practice changes made	Data Tool OUSD records <input type="checkbox"/> Individual level data to be submitted to First 5	Pe Re ■ ■
	Performance Measure 3.B.2 # and list of elementary schools where: a) Community School Managers, b) Family Resource Centers, and c) Family Engagement Liaisons are connecting families with children under five	OUSD Records <input type="checkbox"/> Individual level data to be submitted to First 5	■ ■
Funded Activity 3.C Training on the School Readiness Tool Kit is included in all Kindergarten and Transitional Kindergarten professional development Districtwide	Performance Measure 3.C.1 # and description of OUSD policy and practice changes made	Data Tool OUSD Records <input type="checkbox"/> Individual level data to be submitted to First 5	Pe Re ■ ■

Program Specific Result 3			
Providers are better able to serve families with children under five years			
Funded Activity 3.D School readiness coordination and activities are sustained without First 5 funding. Work with First 5 to coordinate school readiness activities with neighborhood-based community partners (First 5 funded Neighborhood)	Performance Measure 3.D.1 \$ amount of OUSD investment in school readiness coordination and activities previously funded by First 5	Data Tool OUSD Records	Pe Re ▪ ▪
Funded Activity 3.E Develop a web-based school readiness toolkit, which incorporates all of the promising school transition practices and activities	Performance Measure 3.E.1 Project completed (Yes/No)	Data Tool OUSD Records	Pe Re ▪ ▪

Program Specific Result 4			
Tracking of unduplicated number of clients served and client demographics			
Funded Activity 4.A Track and report unduplicated number of clients (children by age, parents/caregivers, and providers) served for the year: <ul style="list-style-type: none"> Contact First 5 Program staff for Aggregate Demographic Data Reporting requirements or visit First 5's website at http://www.first5alameda.org/files/Aggregate%20Demographic%20Data%20Reporting%20Requirements_6.24.19.pdf 	Performance Measure 4.A.1 Number of unduplicated clients submitted to First 5 (Yes/No)	Data Tool Agency records	Pe Re ▪ ▪

Program Specific Result 4			
Tracking of unduplicated number of clients served and client demographics			
Funded Activity 4.B Track and report race/ethnicity and primary language of unduplicated children and parents/caregivers served for the year: Contact First 5 Program staff for Aggregate Demographic Data Reporting requirements or visit First 5's website at http://www.first5alameda.org/files/Aggregate%20Demographic%20Data%20Reporting%20Requirements 6.24.19.pdf	Performance Measure 4.B.2 Race/ethnicity and primary language of children and parents/caregivers submitted to First 5 (Yes/No)	Data Tool Agency records	Pe Re ▪ ▪
Supporting Documents ▪ Link to Web-based School Readiness Toolkit			

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