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Enactment Number	21-0226
Enactment Date	2/24/2021 If



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** February 24, 2021

**Subject** Grant Agreement and Amendment No. 1- City of Oakland - Oakland Fund for Children and Youth - Summer Pre-K Program - Community Schools and Student Services Department

**Ask of the Board** Approval by the Board of Education of Grant Agreement and Amendment No. 1 to the Grant Agreement in the amount of \$199,087.00 from the Oakland Fund for Children and Youth for OUSD Summer Pre-K Program for the period July 1, 2019 through June 30, 2021, pursuant to the terms and conditions thereof.

**Background** Grant Agreement for OUSD schools for the 2019-2021 school years as indicated in the chart below. The Grant Face Sheet, Grant Amendment, Grant Agreement, and Grant Application are attached.

File ID#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
20-2068	Yes	Grant	Oakland Unified School District Summer Pre-K Program	To fund Summer Pre-K classrooms in priority neighborhoods for incoming kindergartners with minimal to no preschool experience	July 1, 2019 through June 30, 2021	Oakland Fund for Children and Youth	\$199,087.00

**Discussion** The District created a Grant Face Sheet process to:

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

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

**Fiscal Impact** Grant to the District in the amount of \$199,087.00

**Attachment(s)**

- Grant Management Face Sheet
- Amendment No. 1 to Grant Agreement
- Grant Agreement
- Grant Application

## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> OUSD-Summer Pre-K Program	<b>Funding Cycle Dates:</b> July 1, 2019 - June 30, 2021
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Terry Hill Program Analyst Oakland Fund for Children and Youth, City of Oakland 150 Frank Ogawa Plaza, 4 <sup>th</sup> Floor, Oakland, CA 94612 510-238-6380 <a href="mailto:thill@oaklandnet.com">thill@oaklandnet.com</a>	<b>Grant Amount for Full Funding Cycle:</b>  \$199,087.00
<b>Funding Agency:</b> Oakland Fund for Children and Youth City of Oakland 150 Frank Ogawa Plaza, 4 <sup>th</sup> Floor, Oakland, CA 94612 510-238-6380	<b>Grant Focus:</b> Parent Support & Education Strategy, Summer Pre-K program.
<b>List all School(s) or Department(s) to be Served:</b> Hoover and Martin Luther King Elementary Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The Summer Pre-K (SPK) program is a kinder-readiness program in 2 priority neighborhoods that serves 18 children per classroom. The program is designed for incoming kindergartners with minimal to no preschool experience. SPK provide children with an opportunity to prepare for kindergarten through social and emotional learning, kinder academics, and has an on-going parent engagement and education component to increase access to information and services related to academic readiness and child wellness. The Grant also covers a portion of kindergarten readiness coordination for year round family engagement and preschool-elementary school alignment.
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.)	OFCY works with Public Profit, a third party evaluator that employs a mix of family surveys, staff surveys and site visits to evaluate the program. Also the Summer Pre-K program uses a pre/post data assessment to analyze instruction and student impact on kinder readiness.
Does the grant require any resources from the school(s) or district? If so, describe.	Each of the sites where Summer Pre-K operates are funded from OUSD and a combination of unrestricted, Core Waiver, Title 1, and grant funds.
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.)	Yes.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No.
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Maria Sujo, Program Manager, Kindergarten Readiness Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150, Oakland, CA 94607 (510) 879-2760 <a href="mailto:Maria.Sujo@ousd.org">Maria.Sujo@ousd.org</a>

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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Andrea Bustamante		

Department Head  
(e.g. for school day programs or for extended day and student support activities)

Sondra Aguilera

DocuSigned by:  
*Sondra Aguilera*  
B072CB8033AD406

1/29/2021

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		

Superintendent

Kyla Johnson-Trammel

Approved as to form by OUSD Staff Attorney Joanna Powell on 11/2/2020.

*Joanna L. Powell*

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

This FIRST AMENDMENT TO GRANT AGREEMENT (“**First Amendment**”), is effective June 1, 2020 (“effective date”), by and between the CITY OF OAKLAND, a municipal corporation (“City”), and OAKLAND UNIFIED SCHOOL DISTRICT a California public entity (“Grantee”), parties to the original grant agreement dated July 1, 2019.

**RECITALS**

This First Amendment is entered into upon the basis of the following facts, understandings and intentions of the City and Grantee:

A. On May 7, 2019, the City Council passed Resolution No. 87753 C.M.S., which awarded a grant in the amount of \$139,087.00 to Grantee for fiscal year 2019-2020 and authorized renewal of said grant in fiscal years 2020-2021 and 2021-2022 pending City Council approval and fund availability.

B. On June 1, 2019, the City entered into a one-year grant agreement in the amount of \$139,087.00 with Grantee (“Original Agreement”) for the provision of children and youth-related programs as described in an attached Scope of Work (Attachment A) and Budget (Attachment B).

C. On May 19, 2020, the City Council passed Resolution No. 88119 C.M.S., which appropriated additional funding for Grantee to continue providing summer programs for children and youth for an additional one year term from June 1, 2020 – May 31, 2021.

D. The City and Grantee now desire to amend the Original Agreement on the terms and conditions hereinafter set forth in accordance with Resolution No. 88119 C.M.S.

E. The Original Agreement and this First Amendment shall hereinafter be collectively referred to as the “Agreement”.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the undersigned parties that the Original Agreement is amended as follows:

1. Amended Section 2, Scope of Work. Section 2 is amended to read:

Grantee agrees to perform the community-related work, services and activities (“Work”) set forth in **Schedule A-1, Scope of Work**, attached hereto.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement.

2. Amended Section 4, Time for Performance. Section 4 is amended to read:

The grant term shall be extended for an additional one-year term. The second one-year grant term shall begin June 1, 2020 and shall end May 31, 2021.

3. Amended Section 5, Grant Funding, Method of Disbursal, Receipts. The first and second paragraphs of Section 5 are amended to read:

Grantee shall be paid for the performance of the Work set forth in **Schedule A-1** in accordance with the program **Budget, Schedule B-1**, attached hereto and incorporated herein. Payments shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work but shall be “Capped” so as not to exceed Sixty Thousand Dollars (\$60,000.00) for this grant term, June 1, 2020 – May 31, 2021. The total grant amount over the entire grant term as extended by this First Amendment (June 1, 2019 – May 31, 2021) shall not exceed One Hundred Ninety-Nine Thousand and Eight-Seven Dollars (\$199,087.00). Payments shall be due upon completion of the Work or as otherwise specified in **Schedule A-1** or **Schedule B-1**.

Upon execution of this First Amendment, Grantee may be advanced an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) (75% of total First Amendment compensation). The advance will be offset against future invoices of the Grantee. Upon early termination of this Agreement, Grantee shall repay the full amount of the advance to the extent services were not performed.

4. Amended Section 13(a), Minimum Compensation. Section 13(a) is amended to read:

As of July 1, 2020, said employees shall be paid an initial hourly wage rate of \$14.98 with health benefits or \$17.19 without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

5. Amended Section 18, Insurance. Section 18 is amended to read:

Unless a written waiver is obtained from the City’s Risk Manager, Grantee must procure and maintain for the duration of this agreement the policies of insurance identified in **Schedule Q, Insurance Requirements (Revised 9/12/19)**, attached hereto and incorporated herein. Grantee shall provide proof of insurance, as set forth in the attached **Schedule Q**, prior to execution of this agreement.

6. Amended Section 27, Litigation and Pending Disputes. Section 27 is changed to read:

Grantee shall promptly give notice in writing to the City of any pending or threatened litigation against Grantee arising from or related to Grantee’s Kindergarten Readiness-Summer Pre-K program\_in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City by completing **Schedule K, Pending Dispute Disclosure**, attached hereto and incorporated herein prior to execution of this First Amendment.

Failure to disclose pending disputes prior to execution of this First Amendment shall be a basis for termination of this Agreement.

7. Exhibits. The following Exhibits to the Original Agreement are hereby replaced as set forth below:

a. Schedule A, Scope of Services. **Schedule A** attached to the Original Agreement is hereby replaced by **Schedule A-1** attached hereto. All references to **Schedule A** in the Original Agreement are replaced by reference to **Schedule A-1** for the duration of this Agreement.

b. Schedule B, Budget. **Schedule B** attached to the Original Agreement is hereby replaced by **Schedule B-1** attached hereto. All references to **Schedule B** in the Original Agreement are replaced by reference to **Schedule B-1** for the duration of this Agreement.

c. Combined Grant Schedules (**Schedule C-1, Schedule K, Schedule N, Schedule N-1, Schedule P, Schedule V, Oakland's Minimum Wage Law, Affirmative Action**). The Combined Grant Schedules attached to the Original Agreement are replaced by the Combined Grant Schedules attached hereto.

d. Schedule Q, Insurance. **Schedule Q** attached to the Original Agreement is replaced by **Schedule Q, Insurance Requirements (Revised 9/12/2019)** attached hereto.

e. Schedule W, Border Wall Prohibition. **Schedule W** attached to the Original Agreement is hereby replaced by **Schedule W** attached hereto.

8. Ratification of Agreement. The Original Agreement, as modified by this First Amendment, remains in full force and effect, and the parties hereby ratify the same.

9. Authority. The persons signing below represent that they have the authority to bind their respective party, and all necessary board of director's, shareholders', partners', members', city or other approvals have been obtained.

[SIGNATURES ON NEXT PAGE]

**City:**  
CITY OF OAKLAND,  
a California municipal corporation

\_\_\_\_\_  
City Administrator's Office (Date)

\_\_\_\_\_  
Department Head (Date)

Approved for form and legality:

\_\_\_\_\_  
City Attorney's Office (Date)

**Grantee:**  
OAKLAND UNIFIED SCHOOL  
DISTRICT,  
a California public entity

 2/25/2021

Signature (Date)

Shanthi Gonzales

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Title

City Resolution No. 88119

Account No.: \_\_\_\_\_

Business License No. : \_\_\_\_\_

 2/25/2021

\_\_\_\_\_  
Kyla Johnson Trammell  
Secretary, Board of Education



# Combined Grants Schedules



Business Name Oakland Unified School District Phone 510) 879-4601 Email joanna.powell@ousd.org  
Address 1000 Broadway City Oakland State CA Zip 94606 Federal ID # \_\_\_\_\_  
City of Oakland Business License Number \_\_\_\_\_ Completed by: Joanna Powell/Hattie Tate Phone if different 510)295-5375

## **Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)**

☒ I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

## **Schedule K – (Pending Dispute Disclosure)**

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please check one)** ☐ Yes ☒ No
2. If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_  
Administering Department/Division: \_\_\_\_\_ Issues: \_\_\_\_\_
3. ☐ **(check)** *Additional Disputes listed on Attachment*

## **Schedule N - (Living Wage – Declaration of Compliance) Grants accumulating over \$100K, Grants under \$100K mark N/A**

**Employment Questionnaire:** Please respond to the following questions:

Responses

(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,690
(2) How many of your permanent employees are paid above the Living Wage rate?	4,690
(3) How many of your permanent employees are paid below the Living Wage rate?	0
(4) Number of compensated days off per employee? (Refer to item “a” above)	10-25 days
(5) Number of trainees in your company?	N/A
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A

**Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)** *Grants accumulating over \$25K, Grants under \$25K mark N/A*

**Section A. Grantee Information**

- (1) Are you an EBO certified firm **(Please check one)** ☒ Yes ☐ No (if yes, please attached certificate and skip Schedule N-1)  
 (2) Approximate Number of Employees in the U.S. 4500 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? **(Please check one)** ☒ Yes ☐ No (4) Union name(s) SEIU, AFSCME, OEA, CSEA, UAOS, Teamsters, BCTC

**Section B. Compliance**

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? **(Please check one)** ☒ Yes ☐ No  
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? **(Please check one)** ☒ Yes ☐ No

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

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

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

**Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)**

- ☒ I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- ☐ I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: \_\_\_\_\_

**Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)**

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

**Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. Initial: LLP


**Affirmative Action** - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. Initial: LLP

**By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.**

**Name of Individual:** Joanna Powell **Title:** Staff Attorney

**Signature:** Joanna J. Powell **Date:** 1/26/2021

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

<b>STATE OF CALIFORNIA</b> <b>Department of Industrial Relations</b> <b>Labor Commissioner's Office</b> 1515 Clay St Ste 801 Oakland, CA 94612 Email: laborcomm.wca.oak@dir.ca.gov Fax: (510) 622-3257		
<b>PLAINTIFFS:</b> <b>Lidia Morales</b> (State Case No. 534833) <b>Maria Zamora</b> (State Case No. 534834) <b>Olga Viduarri</b> (State Case No. 534835) <b>Maria Alonso</b> (State Case No. 534836) <b>Janeth Castillo</b> (State Case No. 534837) <b>Delia Calderon</b> (State Case No. 534838) <b>Zhong Wang</b> (State Case No. 534841) <b>Ana Angulo</b> (State Case No. 537406)		
<b>DEFENDANT:</b> <b>Oakland Unified School District</b> 1000 BROADWAY STE 300 OAKLAND, CA 94607		
<b>State Case Number</b> (See cases numbers listed above)	<b>NOTICE OF CLAIM AND CONFERENCE</b>	

**ALL PARTIES** in the above matter **ARE TO APPEAR** for a conference to be held via Zoom as follows:

Topic: **Oakland Unified School District -- Babysitter Cases**

Time: Oct 8, 2020 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/94067014360?pwd=UEVYbmdZZW14YzJLUmNDY3hhNDlkZz09>

Meeting ID: 940 6701 4360

Passcode: 526835

One tap mobile

+16699009128,,94067014360#,,,,,0#,,526835# US (San Jose)

+12532158782,,94067014360#,,,,,0#,,526835# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 940 6701 4360

Passcode: 526835

Find your local number: <https://zoom.us/j/adHaW7WpEf>

The purpose of this conference is to discuss the validity and to settle the claim filed with this Division by the

The claims stated below pertain to each of the above-listed plaintiffs.

Plaintiffs shown above alleging non-payment of:

CLAIM	Amount Earned or Accrued	Less Amount Paid	Balance Due
MINIMUM WAGES -- From 4/5/2014 through 4/5/2018, plaintiff was not paid the local minimum wage in Oakland, where plaintiff performed labor. Plaintiff seeks the difference between the Oakland minimum wage and the rate that she was paid, for a total number of hours to be determined at hearing.			To be determined
LIQUIDATED DAMAGES: Failure to Pay Minimum Wages -- At least minimum wage must be paid for all hours worked, including any overtime hours worked. An employee is entitled to recover liquidated damages in an amount equal to minimum wages earned but not paid as required by law. (See Labor Code Section 1194.2) Plaintiff claims liquidated damages, in an amount to be determined at conference or hearing.			To be determined
<b>TOTAL CLAIMED</b>			<b>To be determined</b>

A document detailing the amount(s) due may be attached. Claim amounts may be approximate and subject to modifications as the claim proceeds. In addition, the employer may be subject to penalties due to the State of California, which may be assessed pursuant to Labor Code Section 210, 225.5 and 226.8.

This notice constitutes demand on behalf of the Plaintiff that all wages due be mailed immediately to the Labor Commissioner at the address listed above. Prior to the conference, you may submit to this office a written reply regarding this claim. However, you should still attend the conference, unless otherwise notified. **If you want to resolve this claim without the need to appear at conference**, you can do so by **immediately** mailing to this office a check or money order made payable to the **Plaintiff** for the full amount of this claim, **including penalties** and any liquidated damages. If you concede that part of the claim is valid the conceded amount **must be paid immediately** as required by Labor Code Section 206. Any disputed amount will be discussed at the scheduled conference. Do not make payroll deductions from amounts paid as penalties.

**DEFENDANT:** Please bring to the conference any payroll records, time records or other documents that may have bearing on this matter. Please bring to the scheduled conference a copy of any of the following documents identifying your business: city business license; certificate of fictitious business name; general or limited partnership statement; articles of incorporation filed with the Secretary of State.

**WITNESSES & OBSERVERS MAY NOT BE PERMITTED AT CONFERENCES**

**If this claim is not settled, it may be resolved through a hearing as provided by Section 98 of the Labor Code which includes the accrual of interest pursuant to Labor Code Section 98.1(c), 1194.2 and/or 2802(b).**

**DEFENDANT(S) - PLEASE TAKE NOTICE:**

With respect to the claims above, the basis for liability may be determined on various grounds, including but not limited to liability pursuant to Labor Code sections 2810.3 and/or 238.5, and/or **individual liability** pursuant to Labor Code section 558.1.

Under Labor Code Section 558.1, any employer or other person acting on behalf of an employer who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Labor Code Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. For purposes of Labor Code Section 558.1, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer.

Under Labor Code section 2810.3, a labor contractor(s) and the business entity (a “Client Employer”) that was provided with workers by the contractor(s) to perform labor within the Client Employer’s usual course of business may be held jointly and severally liable for any wages, damages, and penalties found due to the workers who performed the labor. A contract for the provision of labor between the contractor(s) and the Client Employer is not required for liability to attach under the law.

Under Labor Code Section 238.5(a)(1) “Any individual or business entity, regardless of its form, that, as a part of its business, contracts for services in the property services or long-term care industries shall be jointly and severally liable for any unpaid wages, including interest,... to the extent the amounts are for services performed under that contract.” “Property services” industry includes: “janitorial, security guard, valet parking, landscaping, and gardening services.” § 238.5(e)(1).

**While this claim is before the Labor Commissioner, you are required under Labor Code Section 98(a) to notify the Labor Commissioner *in writing* of any change in your business or personal address within 10 days after any change occurs.**

NOTICE DATE: September 18, 2020

Sonja Sonnenburg

Deputy Labor Commissioner

Telework phone (628) 222-6120

Email: [ssonnenburg@dir.ca.gov](mailto:ssonnenburg@dir.ca.gov)



OFFICE OF THE GENERAL COUNSEL

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October 15, 2020

Sonja Sonnenburg  
Deputy Labor Commissioner  
Division of Labor Standards Enforcement  
Oakland District Office  
1515 Clay Street, Ste 801  
Oakland, CA 94612  
Email: ssonnenburg@dir.ca.gov

RE: Improper Application of a Local/Municipal Code to the Oakland Unified School District

Dear Ms. Sonnenburg:

Thank you for facilitating an opportunity to resolve the pending Oakland Unified School District (“District”) wage claims filed with the Division of Labor Standards Enforcement (“DLSE”). As the District strives to be a premier employer in the city of Oakland, we welcome the opportunity to resolve employment matters through alternative dispute resolution. Although we appreciate the forum provided by the DLSE, as indicated in our meeting on October 8, 2020, the District opposes the DLSE’s jurisdiction over the matter. The claims filed with the DLSE are based on the District’s alleged failure to implement a local/municipal code prescribing the minimum hourly wage in the city of Oakland (“Measure FF”). The claims assume, in error, that Measure FF, a local/municipal code applies to the District—a separate state/public entity. The District opposes the application of the local/municipal code to the District. Specifically, we do not believe that the District is bound by the local/municipal code given its status as a separate public entity.

OUSD’s exemption from certain local/municipal laws is rooted in the California Constitution. Among other things, the California Constitution creates state and county education offices, authorizes the creation of school districts, and specifies minimum salaries for teachers. Cal. Const. art. IX, § 2-3.3, 6. The public school system and education in general is purely a state function, which the courts have long recognized. Butt v. State of Cal., 4 Cal. 4th 668, 680 (1992). “...*California courts have adhered to the following principles: Public education is an obligation which the State assumed by the adoption of the Constitution.*” See also San Francisco Unified School Dist. v. Johnson 3 Cal.3d 937, 951-952, (1971); Piper v. Big Pine School Dist. 193 Cal. 664, 669 (1924).

Furthermore, the control and management of the state’s public schools falls under the direction of state legislature, not local measures. Butt v. State of Cal., 4 Cal. 4th 668, 681 (1992) quoting Kennedy v. Miller 97 Cal. 429, 432, 431 (1893). “[M]anagement and control of the public schools [is] a matter of state, [not local,] care and supervision. . . .” See also Hall v. City of Taft, 47 Cal.2d 177, 181 (1956); California Teachers Assn. v. Huff, 5 Cal.App.4th 1513, 1523-1524 (1992). The management and control of the school district, which extends to wages and salaries of its employees, is limited only by the California Constitution, and is not governed by local measures or ordinances. Butt v. State of Cal., supra at pp. 681. “*The Legislature’s “plenary” power over public education is subject only to constitutional restrictions.*” See also Hall v. City of Taft, supra,



OFFICE OF THE GENERAL COUNSEL

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at pp. 180-181; Tinsley v. Palo Alto Unified School Dist. (1979) 91 Cal.App.3d 871, 903-904. Notably, the exemption between independent public entities has been echoed and implemented in several other state municipalities with progressive minimum wage measures, including the City of Mountain View<sup>1</sup>, the City of San José<sup>2</sup>, and the City of San Francisco<sup>3</sup>.

In short, the municipal code does not apply to the District and therefore the District is bound to the minimum wages set by the state of California; not the minimum wage set as per the municipal code (following Oakland's Measure FF). Although we appreciate the DLSE's alternative dispute resolution process offered by the DLSE to facilitate prompt resolution of the matter without additional time and expense, we urge your division and counsel to revisit the issues raised by the District above. Moreover, if/when additional claims are brought forth under the same and/or similar municipal codes, the claims should be denied for the reasons outlined above.

Should you have any questions, please feel free to contact me directly. Please also note, the District's General Counsel, Josh Daniels, is also willing to discuss this matter with your legal counsel upon request.

Sincerely,

/s/ Jenine A. Lindsey

Jenine A. Lindsey  
Executive Director of Labor Relations & ADR

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<sup>1</sup> Mountain View City Code, art. II, § 42.15. "*Exempt organizations. State, federal and county agencies, including school districts, shall not be required to pay minimum wage when the work performed is related to their governmental function.*"

<sup>2</sup> San Jose Minimum Wage Ordinance City Attorney's Office FAQs, "*State and federal agencies, including school districts, are not required to pay minimum wage when the work performed is related to their governmental function.*"

<https://www.sanjoseca.gov/DocumentCenter/View/12423>

<sup>3</sup> San Francisco Unified School District, Resolution No. 148-12A2, "*WHEREAS: As an entity of the State, the San Francisco Unified School District is not subject to the San Francisco Minimum Wage Ordinance.*"

<http://www.sfusd.edu/en/assets/sfusd-staff/about-SFUSD/files/resolutions/Haney%20Minimum%20Wage%20for%208%2012%2014%20final.pdf>



## PROJECT CONSULTANT TEAM LISTING

Date 1/11/2020



Signed: \_\_\_\_\_

Maria Sujo

The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

[illegible]

\*\* (M = Male) (F = Female)

(Revised as of 6/06)



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS  
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

**To be completed by City Representative prior to distribution to Contractor**

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

This is an \_\_\_\_\_ Original \_\_\_\_\_ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one) \_\_\_\_\_ Bid \_\_\_\_\_ Proposal \_\_\_\_\_ Qualification \_\_\_\_\_ Amendment \_\_\_\_\_

**Majority Owner** (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

**The undersigned Contractor's Representative acknowledges by his or her signature the following:**

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Position

**To be Completed by City of Oakland after completion of the form**

Date Received by City: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

## Schedule Q

### INSURANCE REQUIREMENTS

*(Revised 09/12/2019)*

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

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

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

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

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$\_\_\_\_\_ each claim and \$\_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
- The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and*

*penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.*

b. Terms Conditions and Endorsements

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

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

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement,

and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

**SCHEDULE W**  
**BORDER WALL PROHIBITION**

(This form is to be completed by Contractors and their sub-contractors, and  
all Vendors seeking to do business with the City of Oakland)

I, \_\_\_\_\_, the undersigned, a  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

☒ I declare that I understand Ordinance #13459 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

☐ I declare that I understand Ordinance #13459 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Maria Sujo

\_\_\_\_\_  
(Printed Name and Signature of Business Owner) (Date)

Oakland Unified School District 1000 Broadway Ste. 150 Oakland, CA 94607

\_\_\_\_\_  
(Name of Business Entity) (Street Address City, State and Zip Code)

NA

\_\_\_\_\_  
(Name of Parent Company)



## OAKLAND CITY COUNCIL

RESOLUTION NO. \_\_ 8 8 1 1 9 \_\_ \_ C.M.S.

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**RESOLUTION AWARDING OAKLAND FUND FOR CHILDREN AND YOUTH GRANTS IN A TOTAL AMOUNT NOT TO EXCEED \$1,507,424 TO PUBLIC AND NON-PROFIT AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH FOR AN ADDITIONAL ONE YEAR TERM FROM JUNE 1, 2020- MAY 31, 2021.**

**WHEREAS**, Article XIII, the Kids First! Oakland Fund for Children and Youth (OFCY), was added to the City of Oakland Charter ("Charter") by voter approval in 1996 (Measure K) to help youth grow to become healthy, productive, and honorable adults; and

**WHEREAS**, the OFCY was extended for an additional 12 years by voter approval in 2009 (Measure D); and

**WHEREAS**, the OFCY Planning and Oversight Committee ("POC") was established pursuant to Measure K to provide oversight and direction for the OFCY planning and funding review process; and

**WHEREAS**, Charter section 1305 requires, among other things, that the POC prepare Three-Year Strategic Investment Plans for Council approval, solicit funding applications from private non-profit and public agencies, make funding recommendations, and conduct annual performance evaluations of grant recipients; and

**WHEREAS**, on October 30, 2018, City Council approved the OFCY 2019-2022 Strategic Investment Plan (Resolution No. 87400 C.M.S.) prepared by the POC; and

**WHEREAS**, in 2019, City Council accepted the POC's funding recommendations and awarded grants to 154 private non-profit and public agencies to provide direct services for children and youth for Fiscal Year (FY) 2019-2020, with an option to renew each grant for an additional one-year term in FY 2020-2021 and FY 2021-2022 pending Council approval (Resolution Nos. 87660, 87753, and 87860 C.M.S.); and

**WHEREAS**, the aforementioned grant awards included funding for 15 summer programs for children and summer job programs for older youth; and

**WHEREAS**, the POC has prioritized renewal of these 15 summer grants to allow

programs sufficient time to prepare for and plan summer activities; and

**WHEREAS**, the POC evaluated the performance of each grantee at the March 4, 2020 POC public meeting and recommended renewal of the summer program grants for FY 2020-2021; and

**WHEREAS**, at the May 6, 2020 POC public meeting, the POC considered the adverse impact the COVID-19 global pandemic is having on the ability to provide services and fund availability for FY 2020-2021, and revised its grant recommendation to reduce the number of grantees and grant funds for FY 2020-2021 summer programs; and

**WHEREAS**, the POC's revised recommendation is to award grants for 13 summer programs for FY 2020-2021 in a total amount not to exceed \$1,507,424; and

**WHEREAS**, the POC recommends renewal of the grant agreements with the following 13 private non-profit and public agencies in the specified amounts for a total not to exceed \$1,507,424 for a second one-year term from June 1, 2020 - May 31, 2021:

**Parent Engagement and Support Strategy**

Agency Name	Program Name	FY2020-2021 Funding
Oakland Unified School District	Kindergarten Readiness-Summer Pre-K	\$60,000
Subtotal:		<b>\$60,000</b>

**Summer Programs Strategy**

Agency Name	Program Name	FY2020-2021 Funding
Aim High for High School	Aim High Oakland	\$162,000
Boys & Girls Clubs of Oakland, Inc.	Summer Gains	\$162,000
East Bay Consortium of Educational Institutions, Inc.	Pre-Collegiate Academy	\$75,000
East Oakland Youth Development Center	Summer Cultural Enrichment Program	\$162,000
Family Support Services	Kinship Summer Youth Program	\$116,475
Girls Incorporated of Alameda County	Concordia Summer	\$68,949
Lincoln	Oakland Freedom Schools (OFS)	\$162,000
Prescott Circus Theatre	Prescott Circus Theatre Summer Program	\$44,000
Subtotal:		<b>\$952,424</b>

**Career Awareness and Employment Support Strategy**

Agency Name	Program Name	FY2020-2021 Funding
Lao Family Community Development, Inc. (LFCD)	The Oakland Youth on the Move (YOM) Summer Employment Program	\$90,000

The Youth Employment Partnership, Inc.	Summer Jobs	\$135,000
Youth UpRising	YU Achieve (Summer Youth Employment)	\$90,000
Oakland Unified School District	Exploring College and Career Options (ECCO)	\$180,000
Subtotal:		<b>\$495,000</b>

**Total: \$1,507,424**

; and

**WHEREAS**, funds in the amount of \$1,507,424 are available for the 13 aforementioned grant agreements from carryover funds from OFCY FY2018-2019 in the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services: Contract (54912), OFCY FY 2018-2019 Project (1004172); now, therefore, be it

**RESOLVED:** That City Council awards grants to the aforementioned 13 private non-profit and public agencies in the above specified amounts for a total amount not to exceed \$1,507,424 to provide summer programs for children and youth for an additional one year term from June 1, 2020 - May 31, 2021; and be it

**FURTHER RESOLVED:** That City Council allocates an amount not to exceed \$1,507,424 from the Oakland Fund for Children and Youth (OFCY) - Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services: Contract (54912), OFCY FY 2018-2019 Project (1004172) to fund the above-mentioned grant awards; and be it

**FURTHER RESOLVED:** That these agreements are not professional services contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to public and nonprofit programs that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

**FURTHER RESOLVED:** That the City Administrator is authorized to execute agreements with the above identified service providers in the amounts specified for a total amount not to exceed \$1,507,424 to provide summer programs for children and youth for an additional one year term from June 1, 2020 - May 31, 2021, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

**FURTHER RESOLVED:** That said agreement(s) shall be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

I  
2932215v1

IN COUNCIL, OAKLAND, CALIFORNIA,

**MAY 19 2020**

PASSED BY THE FOLLOWING VOTE:

AYES- FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND  
PRESIDENT KAPLAN -- **g**

NOES- *j;J*

ABSENT-*ø*

ABSTENTION -

ATTEST: \_\_\_\_\_

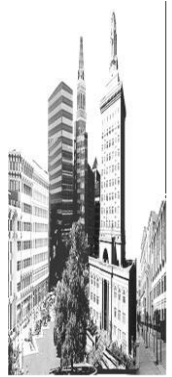
LATONDA SIMMONS  
City Clerk and Clerk of the Council of the  
City of Oakland, California



City of Oakland

## **2020 LIVING WAGE BULLETIN**

***Effective July 1, 2020, Living Wage Rate  
Without Benefits Increases to \$17.19!***



### **To:**

All agencies of the City of Oakland, project managers, buyers, for profit vendors, not-for profit service providers, City Financial Assistance Recipients (CFARs), prime and sub-consultants.

### **Please Note:**

For all service contracts valued at \$25,000 or more and CFARs valued at \$100,000 or more, 2019 living wage rates will increase effective July 2020 as follows:

**Without  
Benefits**

- From \$16.47
- **To \$17.19\***

\*Includes \$2.21 per hour for health benefits.



**With Benefits**

- From \$14.35
- **To \$14.98**

For additional information, or copies of this bulletin, please go to:

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/dowd009082.pdf> or contact Vivian Inman, Contracts Compliance Officer, (510) 238 6261, or [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com)

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

# OAKLAND CITY COUNCIL

  
City Attorney

2019 MAY 30 PM 5:21

RESOLUTION NO. 877 ES C.M.S.

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE CITY OF OAKLAND AND VARIOUS NON-PROFIT AND PUBLIC AGENCIES TO PROVIDE DIRECT SERVICES FOR CHILDREN AND YOUTH IN AN AMOUNT NOT TO EXCEED \$17,989,162 FOR FISCAL YEAR 2019-2020, WITH AN OPTION TO APPROVE ONE-YEAR GRANT RENEWALS IN FISCAL YEARS 2020-2021 AND 2021-2022 PENDING COUNCIL APPROVAL; AND APPROPRIATE AND ALLOCATE THE INTEREST INCOME EARNED BY KIDS FIRST OAKLAND FUND FOR CHILDREN AND YOUTH IN THE AMOUNT OF \$276,800 FOR FISCAL YEAR 2019-2020**

**WHEREAS**, the Kids First! Oakland Fund for Children and Youth (OFCY) was established by voter approved ballot Measure K in 1996 to set money aside for programs and services benefiting children and youth; and

**WHEREAS**, the Planning and Oversight Committee (POC) provides oversight and direction for the OFCY planning and funding review process; and

**WHEREAS**, the Kids First! legislation (Oakland City Charter Article XIII, Section 1305.2) requires the POC to solicit funding applications from private non-profit and public agencies through an open and fair application process; and

**WHEREAS**, the appropriation for Fiscal Year (FY) 2019-2020 to the Kids First Oakland Fund for Children and Youth in the amount of \$18,734,832 is included in the Mayor's FY 2019-2021 Proposed Budget and available for OFCY contingent upon City Council adoption, and 90% of the appropriation in the amount of \$16,861,349 will be available for grants and is located in Kids First Oakland Children's Fund (1780), Youth Services Organization (78251), Services Contract Account (54912) FY 2018-2019 OFCY Project (1004444); and

**WHEREAS**, any interest earned and amounts unspent or uncommitted by the fund at the end of any fiscal year are to be made available for future grants as specified in the Kids First! Charter Amendment; and

**WHEREAS**, the interest income earned by the Kids First (OFCY) from March 1, 2013 to March 30, 2019 is in the amount of \$276,800; and

**WHEREAS**, the City Council wishes to appropriate the interest income earned in the amount of \$276,800 to Kids First the Oakland Children's Fund (1780) in Project (TBD), and to allocate \$249,120, or 90% of funds to the selected grants awards resulting from the OFCY 2018 Request for Proposals for direct services for children and youth in FY 2019-2020 and \$27,680 or 10% of the funds to the administration of OFCY in accordance with the Kids First! Charter Amendment; and

**WHEREAS**, prior year carryforward has resulted in an unspent project balance of \$1,749,099 in Fund (1780) Youth Services Organization (78251) FY2017-2018 OFCY Contract Project 1003645, and \$878,693 of these funds are available for allocation to FY 2019-2020 grants; and

**WHEREAS**, in October 2018, the City Council approved the OFCY Strategic Investment Plan (Resolution No. 857400 C.M.S.) with priority areas: 1) Parent Engagement and Support, 2) Family Resource Centers, 3) Socioemotional Well-Being in Preschool and Early Childhood Education Settings, 4) Comprehensive Afterschool Programs, 5) Engagement and Success for Elementary and Middle School Students, 6) Summer Programming, 7) Youth Development and Leadership, 8) High School and Postsecondary Student Success, and 9) Career Awareness and Employment Support; and

**WHEREAS**, a Requests for Proposals based of the adopted OFCY Strategic Investment Plan 2019-2022 was released in December 2018; and

**WHEREAS**, in January 2019, OFCY received 259 proposals and responses from private non-profit and public entities to provide services for the OFCY grant cycle 2019-2022; and

**WHEREAS**, the POC has complied with the goals, objectives and priorities in the Strategic Investment Plan; and

**WHEREAS**, the POC considered social, racial, and economic equity in the distribution of funds in accordance with the Strategic Investment Plan; and

**WHEREAS**, the POC recommends the following 137 grant funding awards in the amounts specified below for FY 2019-2020, and as renewable with City Council approval and contingent upon funding availability for FY 2020-2021 and FY 2021-2022:

Agency Name	Program Name	FY2019-2020 Funding
<b>Strategy #1 Socioemotional Well-Being in Preschool and Early Childhood Education Settings</b>		<b>\$999,999</b>
Family Paths, Inc.	Early Childhood Mental Health Consultation Collaborative	\$400,000
Jewish Family & Community Services East Bay	Integrated Early Childhood Consultation Program	\$400,000
Lincoln	Early Child Mental Health Consultation (ECMHC)	\$199,999
<b>Strategy #2 Parent Engagement and Support</b>		<b>\$1,535,488</b>
Alameda County Health Care Services Agency	Oakland WIC Father Cafes	\$125,000
City of Oakland Parks Recreation & Youth Development	Community Adventure Pre-K Playgroups (CAPP)	\$200,000
Family Paths, Inc.	Abriendo Puertas/ Opening Doors Parent Education	\$50,000
LifeLong Medical Care	Project Pride	\$84,091

Oakland Unified School District	Kindergarten Readiness-Summer PreK	\$139,087
Prescott-Joseph Center for Community Enhancement, Inc.	Fr. Charles D. Burns, SVD Pre-Pre-School Program	\$93,650
Refugee Transitions	Parent & Tot Initiative (PTI)	\$128,662
Safe Passages	Safe Passages Baby Learning Communities Collaborative	\$399,998
The Oakland Public Education Fund	Oakland Promise: Brilliant Baby	\$315,000

<b>Strategy #3 Family Resource Centers</b>		<b>\$1,236,906</b>
Bananas, Inc	Healthy Havenscourt Early Care & Kinder Readiness Hub	\$320,263
Children's Home Society of California	Oakland Family Resource Center	\$100,000
East Bay Agency for Children	Central Family Resource Center	\$122,435
East Bay Agency for Children	Hawthorne Family Resource Center	\$197,420
Lincoln	New Highland Academy and Rise Community School	\$96,791
Lotus Bloom	Multicultural Family Resource Centers	\$399,998

<b>Strategy #4 Comprehensive Afterschool Programs</b>		<b>\$5,653,054</b>
After-School All-Stars	Oakland Unity Middle	\$99,947
Bay Area Community Resources	Brookfield Elementary	\$85,000
Bay Area Community Resources	Community United Elementary	\$85,000
Bay Area Community Resources	Elmhurst Community Prep	\$110,000
Bay Area Community Resources	Emerson Elementary	\$85,000
Bay Area Community Resources	Esperanza Elementary	\$85,000
Bay Area Community Resources	Fred T. Korematsu Discovery Academy	\$85,000
Bay Area Community Resources	Fruitvale Elementary	\$85,000
Bay Area Community Resources	Futures Elementary	\$95,000
Bay Area Community Resources	Global Family	\$95,000
Bay Area Community Resources	Grass Valley Elementary	\$95,000
Bay Area Community Resources	Greenleaf Elementary	\$110,000
Bay Area Community Resources	Hoover Elementary	\$95,000
Bay Area Community Resources	Howard Elementary	\$85,000
Bay Area Community Resources	LIFE Academy	\$110,000
Bay Area Community Resources	Madison Park Academy 6-12	\$110,000
Bay Area Community Resources	Madison Park Academy TK-5	\$85,000
Bay Area Community Resources	Markham Elementary	\$95,000
Bay Area Community Resources	Martin Luther King, Jr. Elementary	\$95,000
Bay Area Community Resources	Prescott	\$85,000
Bay Area Community Resources	Sankofa Academy	\$95,000
Bay Area Community Resources	Vincent Academy	\$85,000
Citizen Schools, Inc.	Westlake Middle	\$100,000
East Bay Agency for Children	Achieve Academy	\$85,000
East Bay Agency for Children	Rise Community School	\$85,000
East Bay Asian Youth Center	Bella Vista Elementary School	\$85,000
East Bay Asian Youth Center	Edna Brewer Middle School	\$110,000
East Bay Asian Youth Center	Epic Charter	\$100,000



East Bay Asian Youth Center	Franklin Elementary School	\$95,000
East Bay Asian Youth Center	Frick Middle School	\$100,000
East Bay Asian Youth Center	Garfield Elementary School	\$95,000
East Bay Asian Youth Center	Lazear Charter Academy	\$99,999
East Bay Asian Youth Center	Lincoln Elementary School	\$95,000
East Bay Asian Youth Center	Manzanita Community School	\$85,000

East Bay Asian Youth Center	Manzanita SEED	\$95,000
East Bay Asian Youth Center	Roosevelt Middle School	\$110,000
East Bay Asian Youth Center	Urban Promise Academy	\$100,000
Girls Incorporated of Alameda County	Acorn Woodland Elementary	\$95,000
Girls Incorporated of Alameda County	Allendale Elementary School	\$95,000
Girls Incorporated of Alameda County	Bridges Academy	\$95,000
Girls Incorporated of Alameda County	Horace Mann Elementary	\$95,000
Girls Incorporated of Alameda County	La Escuelita Elementary	\$110,000
Higher Ground Neighborhood Development Corp.	East Oakland Pride Elementary	\$85,000
Higher Ground Neighborhood Development Corp.	New Highland Academy	\$85,000
Higher Ground Neighborhood Development Corp.	Parker Elementary	\$92,000
Lighthouse Community Public Schools	Lighthouse Community Charter School	\$110,000
Oakland Leaf Foundation	ASCEND	\$110,000
Oakland Leaf Foundation	Bret Harte Middle School	\$100,000
Oakland Leaf Foundation	EnCompass Academy	\$85,000
Oakland Leaf Foundation	International Community School	\$85,000
Oakland Leaf Foundation	Learning Without Limits	\$95,000
Oakland Leaf Foundation	Think College Now	\$85,000
Safe Passages	Coliseum College Prep Academy	\$110,000
Safe Passages	Laurel Elementary	\$95,000
Safe Passages	United for Success Academy	\$110,000
Ujimaa Foundation	Burckhalter Elementary	\$81,000
Ujimaa Foundation	Carl B. Munck Elementary	\$85,000
Young Men's Christian Association of The East Bay	Piedmont Avenue Elementary School	\$85,000
Young Men's Christian Association of The East Bay	REACH Academy	\$83,934
Young Men's Christian Association of The East Bay	West Oakland Middle School	\$86,174

<b>Strategy #5 Engagement and Success for Elementary and Middle School Students</b>		<b>\$596,448</b>
Chapter 510 Ink	Writing to Readiness	\$35,000
Destiny Arts Center	Arts in Oakland Schools	\$165,255
Lincoln	West Oakland Initiative (WOI)	\$200,000
Safe Passages	Elev8 Youth	\$97,293
S.P.A.A.T. (Student Program For Academic And Athletic Transitioning	Athletes CODE (TAC) MS Engagement	\$98,900

<b>Strategy #6 Summer Programming</b>		<b>\$75,000</b>
East Bay Consortium of Educational Institutions	Pre-Collegiate Academy	\$75,000

<b>Strategy #7 Youth Development and Leadership</b>		<b>\$4,319,402</b>
Alameda County Health Care Services Agency	ACCASA Mentors for Oakland Youth in Foster Care	\$100,000
American Indian Child Resource Center	Culture Keepers	\$75,740
Asian Pacific Environmental Network	AYPAL: Youth Development and Leadership	\$85,000
Attitudinal Healing Connection, Inc.	West Oakland Legacy Project	\$209,190
Bay Area Outreach & Recreation Program, Inc.	Sports & Recreation for Youth with Disabilities	\$62,000
Bay Area SCORES	Oakland SCORES	\$194,497
Brothers on the Rise	Brothers, UNITE!	\$110,036
Communities United for Restorative Youth Justice	CURYJ Leadership Development	\$75,000
Community Works West, Inc.	Project WHAT!	\$100,000
Covenant House California	DreamCatcher Youth Program	\$51,575
Dimensions Dance Theater, Incorporated	Rites of Passage	\$75,000
East Bay Asian Local Development Corporation	Lion's Pride	\$200,000
East Oakland Youth Development Center	K-8 Year-Round Youth Development	\$200,000
EastSide Arts Alliance, Inc.	Youth Community Culture Builders	\$196,000
First Place for Youth	Young Adult Leadership Program (YALP)	\$200,000
Fresh Lifelines for Youth, Inc.	FLY Mentoring and Leadership Services	\$95,500
Friends of Peralta Hacienda Historical Park	Peralta Hacienda Youth Programs	\$174,588
Health Initiatives for Youth, Inc.	Leadership in Diversity	\$59,255
La Clinica de La Raza, Inc.	Youth Brigade	\$172,041
Motivating, Inspiring, Supporting and Serving Sexually Exploited Youth, Inc.	STAR Leadership Collaborative	\$68,355
Music is eXtraordinary, Inc	Explorations in Music	\$100,000
Native American Health Center, Inc.	Indigenous Youth Leadership Development Program	\$200,000
Oakland Kids First	REAL HARD- Youth Leadership Program	\$100,000
Oakland Leaf Foundation	Oakland Leaf Internship Program	\$100,000
Oakland LGBTQ Community Center	LGBTQ Youth Development Program	\$100,000
Project Avary, Inc.	Leadership Program for Children with Incarcerated Parents	\$172,553
Refugee Transitions	Newcomer Community Engagement Program (NCEP)	\$168,182
Safe Passages	Get Active	\$181,591

Spanish Speaking Unity Council of Alameda County, Inc.	The Latinx Mentoring & Achievement (LMA)	\$200,000
The Bay Area Girls' Rock Camp	Girls Rock Summer Camp & After School Program	\$93,300
The East Bay Spanish Speaking Citizen's Foundation	LIBRE (Leading the Independence of our Barrios for Raza Empowerment)	\$100,000
The Hidden Genius Project, Inc.	Oakland Programming Series	\$200,000
Youth Together, Inc.	Youth Leadership Development Program	\$100,000

<b>Strategy #8 High School and Postsecondary Student Success</b>		<b>\$1,294,018</b>
Catholic Charities of the Diocese of Oakland	Experience Hope	\$200,000
Centro Legal de la Raza, Inc.	Youth Law Academy (YLA)	\$200,000
College Track	Empowering Oakland Students To and Through College	\$200,000
Oakland Kids First	Knight Success: College Ready, Career Ready and Community Ready	\$100,000
Oakland Unified School District	African American Male Achievement: College and Career Performance Program	\$250,000
Oakland Unified School District	Oakland International HS: Refugee & Immigrant Wellness, Leadership and Restorative Justice Initiative	\$85,000
Oakland Unified School District	Student Engagement in Restorative Justice	\$199,018
The Mentoring Center	EMERGE	\$60,000

<b>Strategy #9 Career Awareness and Employment Support</b>		<b>\$2,278,847</b>
Alameda County Health Care Services Agency	AC Health Care Services Agency - Career Exploration Program	\$200,000
Alameda Health System	Oakland Health Careers Collaborative	\$360,225
Biotech Partners	Biotech Academy at Oakland Technical High School	\$151,931
Center for Young Women's Development	Sisters on The Rise	\$162,110
Civicorps	Civicorps Academic and Professional Pathway	\$199,278
East Bay Asian Local Development Corporation	Havenscourt Youth Jobs Initiative	\$135,000
Oakland Unified School District	Exploring College and Career Options (ECCO)	\$200,000
Lao Family Community Development, Inc.	Oakland Youth Industries Exploration (YIE) Program	\$200,000
Marriott Foundation for People with Disabilities, Inc.	Bridges from School to Work	\$116,700
New Door Ventures	Employment Program for Oakland Opportunity Youth 16-21	\$199,102
The Youth Employment Partnership, Inc.	Level Up - Options for Real Careers	\$200,000
Youth Radio	Digital Media Pathways	\$154,500

**TOTAL FY 2019-2020 FUNDING: \$17,989,162**

; now, therefore, be it

**RESOLVED:** That these agreements are not professional service contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to public and nonprofit program providers that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

**FURTHER RESOLVED:** That the City Council hereby appropriates \$276,800 in interest earned and approves the allocation of \$27,680 for administration and \$243,405 for grants for direct services to children and youth to Kids First Oakland Children's Fund 1780, Org. 78251 Project TBD; and be it

**FURTHER RESOLVED:** That the City Council approves the allocation of unspent monies from the prior year carryforward in the amount of \$884,408 from Kids First! Oakland Children's Fund (Fund 1780) Youth Services Organization (78251), OFCY FY 2017-2018 (1003645) for OFCY grants for FY 2019-2020; and be it

**FURTHER RESOLVED:** That the City Administrator is authorized to execute agreements with the aforementioned service providers in the amounts specified above for a total amount not to exceed \$17,989,162 for FY 2019-2020 contingent upon the adoption of the Mayor's FY 2019-21 proposed budget, and is authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests, and related actions which may be necessary in accordance with the basic purpose of this resolution without returning to City Council; and be it

**FURTHER RESOLVED:** That said agreement(s) shall be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

**JUN 18 2019**

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

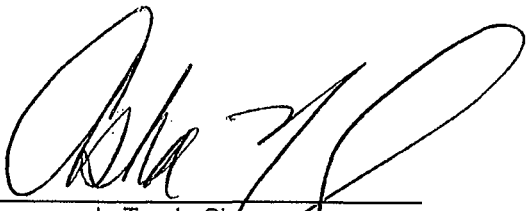
AYES – FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO and PRESIDENT KAPLAN **-8**

NOES **-0**

ABSENT **-0**

ABSTENTION **-0**

ATTEST: \_\_\_\_\_

  
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

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

Whereas, pursuant to City of Oakland Resolution No. 87753 C.M.S., the Council has authorized the City Administrator or her designee to enter into this Agreement in accord with the City's ordinances and applicable provisions of the Oakland City Charter for a ***KIDS FIRST! Oakland Fund for Children and Youth*** grant; and

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of July 1, 2019 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and OAKLAND UNIFIED SCHOOL DISTRICT, a California public entity ("Grantee").

2. Scope of Work

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

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

3. Grant-Funded Program Documents and Provisions

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

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

4. Time of Performance

The grant term shall be for one year beginning July 1, 2019 and shall end on June 30, 2020.

5. Grant Funding, Method of Disbursal, Receipts

Grantee will be paid for performance of the Scope of Work in an amount that will be based on actual costs but that will be "Capped" so as not to exceed the sum of ONE HUNDRED

THIRTY-NINE THOUSAND AND EIGHTY-SEVEN DOLLARS (\$139,087.00) ("Authorized Funds") in fiscal year 2019 - 2020 based on the scope of services and deliverable tasks in **Schedule A** and the budget by billing rates in **Schedule B** (Budget and Budget Narrative). The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if Grantee's actual costs and expenses exceed the Capped amount. Payment due on completion and acceptance of deliverables as specified in the Scope of Services.

Upon execution of the Agreement, Grantee may be advanced an amount not to exceed a total of **\$27,817.40** (20% of total grant amount for Year Round programs, or 75% for Summer Program.). The advance will be offset against the payments to Grantee. Upon early termination of this Agreement, Grantee must repay the full amount of the advance to the extent services were not performed..

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

- a. A quarterly invoice, supported by detailed documentation, sufficient to support payment; and
- b. A quarterly progress report confirming compliance with service goals established by this Agreement, specified in **Schedule A**.
- c. 25% Matching Requirement - In addition to the above, payment shall be dependent upon documentation that Grantee has received grants, in-kind services, donations or other pre-approved non-City sources of funding, totaling at least twenty-five (25) percent of the total annual project amount. Failure to secure at least a twenty-five (25) percent match by the close of the third quarter, and to provide documentation thereof, may result in a twenty-five (25) percent reduction in the total amount of compensation paid to Grantee.
- d. The documents submitted for all payments shall be reviewed and approved for payment by the City, or its designee. The City or designee shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Services will be based on quarterly progress reports, the results of site visits by staff, evaluation by an external consultant, as well as review of the total cumulative accomplishments. Grantee's failure to satisfactorily complete the entire Scope of Services in any quarter may result in reduction in payments, suspension of payments, termination of this Agreement, and disqualification from contracting for or receiving Oakland Fund for Children and Youth funding during the following twelve months.
- e. Disbursements - The City shall have the right, but not the obligation, to make disbursements directly to subcontractors, fiscal partners or other third parties performing work under this Agreement when the City deems such direct payments advisable, and Grantee hereby assigns the right to receive grant proceeds to such third parties, said assignment conditioned on the City electing to exercise its third-party payment rights under this provision. However, this provision in no way is intended to waive or release Grantee from its responsibility to make timely payments to subcontractors, fiscal partners or other parties performing work under this Agreement.

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

6. Evaluation and Monitoring

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

Grantee agrees to allow City of Oakland staff complete a site visit no less than once (1) during the three (3) year grant cycle to visually observe OFCY programs in operation (when appropriate), provide documentation related to the financial health of the overall organization and the appropriation of OFCY program funds, and to review documents related to the program management (such as case files) of the OFCY program and the overall organization. If it is appropriate, City of Oakland staff may make unannounced visits to observe OFCY programs in operation.

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

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

7. Grantee's Rights, Responsibilities, and Qualifications

- a. Independent Contractor - The relationship of the City and Grantee is solely that of a grantor and grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The City does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the Work performed under this Agreement. Except as the City may specify in writing, Grantee has no authority to act as an agent of the City or to bind the City to any obligation. The parties expressly agree that Grantee is neither an employee nor an independent contractor of the City of Oakland. Grantee has and shall retain the right to exercise full control and supervision of the Work, and full control over the employment, direction, compensation and discharge of all persons assisting Grantee in the performance of Work hereunder. Grantee shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Grantee's own acts and those of Grantee's subordinates and employees. Grantee will determine the method, details and means of performing the

Work described in **Schedule A**. Grantee is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the grant payments paid by the City to Grantee for Work under this Agreement. On request, Grantee will provide the City with proof of timely payment. Grantee agrees to defend and indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Grantee's failure to comply with this provision.

- b. Grantee's Qualifications - Grantee represents that Grantee has the qualifications and skills necessary to perform the Work under this Agreement in a competent and professional manner without the advice or direction of The City. This means Grantee is able to fulfill the requirements of this Grant Agreement. Failure to perform the Work required under this Grant Agreement will constitute a material breach of the Agreement and may be cause for termination of Grant Funding and the Agreement. Grantee has complete and sole discretion for the manner in which the work under this Grant Agreement is performed.
- c. Fiscal Agency Responsibility - This Agreement between the City and Grantee assumes inherent responsibility regarding fiscal agency. In case a Grantee has entered into a subcontract or fiscal partnership, the City holds Grantee legally liable for all aspects of the contract including but not limited to project implementation, fiscal management, and communication with the City regarding the subcontract or fiscal partner activities. As a fiscal sponsor or agent, Grantee is expected and authorized to manage the finances of the grant; monitor and deliver program activities of subcontracting or partner agencies; provide fiscal oversight and support to subcontracting or partner agencies; conduct fiscal review, site visits, and deliver necessary support to subcontracting or partner agencies; communicate with the City regarding the subcontract or fiscal partnership; review, approve, and submit reports, invoices, scope of work revision requests, and budget revision requests to the City; pick up warrants; terminate contracts with subcontracting or fiscal partner agencies with the approval of the City, if necessary; and assume full fiscal responsibility of contract, subcontract, and fiscal partnership.
- d. Publicity - Any publicity or marketing materials generated by Grantee for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, must follow these guidelines:
  - i. Attribution of Funding - Any publicity or marketing materials generated by Grantee for the project will make reference to the contribution of the City of Oakland's Oakland Fund for Children and Youth (OFCY) in making the project possible. The words "Oakland Fund for Children and Youth" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles.
  - ii. Marketing Material - The OFCY logo must be clearly placed on all pieces of publicity and marketing material, including but not limited to flyers, press releases, websites, posters, brochures, public service announcements, interviews and newspaper articles. City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the project funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any



City-generated publicity or promotional activities undertaken with respect to this project.

8. Audit

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

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

9. Assignment

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

10. Conflict of Interest

a. Grantee

The following protections against conflict of interest will be upheld:

- i. Grantee certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Grantee shall immediately notify the City of any real or possible conflict of interest between Work performed for the City and for other clients served by Grantee.
- iv. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence

decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Grantee understands that in some cases Grantee or persons associated with Grantee may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Grantee further understands that, as a public officer or official, Grantee or persons associated with Grantee may be disqualified from future City contracts to the extent that Grantee is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Grantee understands that the Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25) prohibits Grantee from hiring a "Public Servant", including certain former City employees, councilmembers, or Planning and Oversight Committee members, in order to prepare or present grant proposals to the POC. Grantee shall direct inquiries to the Oakland Public Ethics Commission.
- viii. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

11. Non-Discrimination/Equal Employment Practices

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

- a. Grantee and Grantee's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1** ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The City has established requirements for participation by local and small local enterprises, including local nonprofit organizations and small local nonprofit organizations, in publicly-supported projects. Unless otherwise indicated, the City acknowledges that Grantee complies with this requirement.

13. Living Wage Ordinance

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

unless specific exemptions apply or a waiver is granted, the Grantee must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – As of July 1, 2019, said employees shall be paid an initial hourly wage rate of \$14.35 with health benefits or \$16.47 without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.12 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Grantee shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be

submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

14. Equal Benefits Ordinance

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

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

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

15. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate.

Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

16. City of Oakland Campaign Contribution Limits

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

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

17. Nuclear Free Zone Disclosure  
Grantee represents, pursuant to **Schedule P** (“Nuclear Free Zone Disclosure Form”), that Grantee is in compliance with the City of Oakland’s restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Grantee shall complete **Schedule P**, attached hereto.
18. Insurance  
Unless a written waiver is obtained from the City’s Risk Manager, Grantee must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached hereto and incorporated herein by reference.
19. Indemnification  
Grantee shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys’ fees and costs) or liability (collectively called “Actions”) on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement by Grantee, its officers, employees, subconsultants or agents.  
  
Grantee acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by City and continues at all times thereafter.  
  
All of Grantee’s obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.
20. Arizona and Arizona-Based Businesses  
Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.  
  
Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it’s Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.
21. Political Prohibition  
Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.
22. Religious Prohibition  
There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.
23. Business Tax Certificate

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

24. Fraud, Waste and Abuse

Grantee shall immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work

25. Termination For Cause or Non-Appropriation

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

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2020.

26. Termination for Lack of Appropriation

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

27. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened against Grantee in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement

28. Governing Law

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

29. Notice

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

(City of Oakland)

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

(Grantee)

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

Attn: Andrea Bustamante

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

30. Non-Liability of City

No member, official, officer, director, employee, or agent of the City shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

31. Right to Offset Claims for Money

All claims for money due or to become due from the City shall be subject to deduction or offset by the City from any monies due Grantee by reason of any claim or counterclaim arising out of this Agreement, any purchase order, or any other transaction with Grantee.

32. Entire Agreement of the Parties

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

33. Modification

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

34. Severability/Partial Invalidity

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

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



35. Inconsistency

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

36. Approval

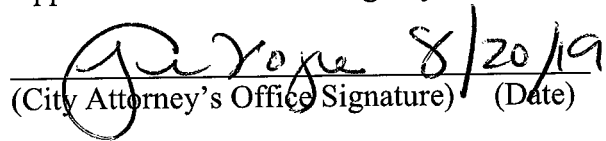
If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

**City of Oakland,  
a municipal corporation**

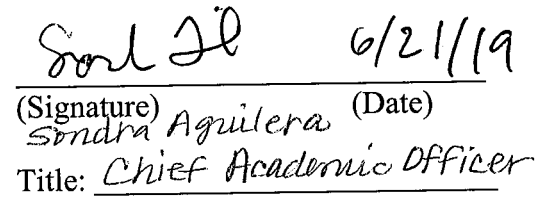
  
(City Administrator's Office) (Date) 7/19/19

  
(Department Head Signature) (Date) 8/23/19

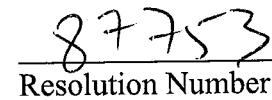
Approved as to form and legality:

  
(City Attorney's Office Signature) (Date) 8/20/19

**Oakland Unified School District,  
a California public entity**

  
(Signature) (Date) 6/21/19  
Title: Chief Academic Officer

Business Tax Certificate No.

  
Resolution Number

Accounting Number

**BUDGET**

**Oakland Unified School District - Kindergarten Readiness-Summer PreK**

## PERSONNEL

Lead Agency	First Name	Last Name	Total Annual Salary/Wages	% Time	Total Project Budget	OFCY Funds Requested	Other Projected Match
Teacher, MLK	N/A	N/A	1788.00	100.00%	1788.00	1788.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK teacher 1 at MLK Jr. Elementary school (4 days, July 1-5, 6.5 hrs/day).							
Teacher, MLK	NA	NA	5363.00	100.00%	5363.00	5363.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK teacher 1 at MLK Jr. Elementary school. (16 days, June 10-28, 6.5 hrs/day, 1 prep day )							
Teacher, Hoover	N/A	N/A	1788.00	100.00%	1788.00	1788.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK teacher 2 at Hoover Elementary school. (4 days, July 1-5, 6.5 hrs/day)							
Teacher, Hoover	N/A	N/A	5363.00	100.00%	5363.00	5363.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK teacher 2 at Hoover Elementary school. (16 days, June 10-28, 6.5 hrs/day, 1 prep day)							
PreK Teacher, MLK	N/A	N/A	1788.00	100.00%	1788.00	1788.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK PreK teacher at MLK Jr. Elementary school (4 days, July 1-5, 6.5 hrs/day)							
PreK Teacher, MLK	N/A	N/A	5363.00	100.00%	5363.00	5363.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK PreK teacher at MLK Jr. Elementary school (16 days, June 10-28 6.5 hrs/day, 1 prep day)							

Instructional Assistant, Hoover	N/A	N/A	813.00	100.00%	813.00	813.00	\$0.00
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**Budget Justification and Calculation**

SPK IA at Hoover Elementary school (4 days, July 1-5)

Instructional Assistant, Hoover	N/A	N/A	2438.00	100.00%	2438.00	2438.00	\$0.00
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**Budget Justification and Calculation**

SPK IA at Hoover Elementary school (16 days, June 10-28, 6.5 hrs/day, 1 prep day)

Kindergarten Readiness Program Manager	Maria	Sujo	102500.00	100.00%	102500.00	32500.00	\$70,000.00
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**Budget Justification and Calculation**

Kindergarten Readiness Program Manager will coordinate year round early childhood 0-5 services at CFRC, district sites and all operation of Summer PreK.

Family Orientation	N/A	N/A	196.00	100.00%	196.00	196.00	\$0.00
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**Budget Justification and Calculation**

All four SPK teachers/aides will conduct a 1-hour family orientation prior to starting SPK so families learn more about the program, meet the teachers, sign-up for workshops, family visits and tour the school. Family orientation are one hour, plus 0.5 hour prep at 35/hr. teachers and 25/hr for IA.

Home Visits	N/A	N/A	2340.00	100.00%	2340.00	2340.00	\$0.00
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**Budget Justification and Calculation**

Classroom teachers/aides in both classrooms will go on home/site visits together to develop trusting relationships with families and learn more about the children's' individual learning style and needs. Home visits build trust between teachers and children/families and encourage families to work together with teachers in the best interest of children. (35/hr. for teachers; 25/hr., for aide; for 24 home visits total) 1.5 hours per visit.

MLK									
SummerPrincipal	N/A	N/A	8064.00	100.00%	8064.00	0.00		\$8,064.00	
<b>Budget Justification and Calculation</b>									
Summer principal at Martin Luther King Elementary School (5 days in 2019, 15 days in 2020).									
Hoover Summer Principal	N/A	N/A	8064.00	100.00%	8064.00	0.00		\$8,064.00	
<b>Budget Justification and Calculation</b>									
Summer principal at Hoover Elementary School (5 days in 2019, 15 days in 2020).									
MLK Summer Attendance Clerk	N/A	N/A	1982.00	100.00%	1982.00	0.00		\$1,982.00	
<b>Budget Justification and Calculation</b>									
Summer Attendance Clerk at MLK Elementary School (5 days in 2019, 15 days in 2020).									
Hoover Summer Attendance Clerk	N/A	N/A	1982.00	100.00%	1982.00	0.00		\$1,982.00	
<b>Budget Justification and Calculation</b>									
Summer Attendance Clerk at Hoover Elementary School (5 days in 2019, 15 days in 2020).									
MLK Summer Custodian	N/A	N/A	2924.00	100.00%	2924.00	0.00		\$2,924.00	
<b>Budget Justification and Calculation</b>									
Summer custodian at MLK Elementary School (5 days in 2019, 15 days in 2020).									
Hoover Summer Custodian	N/A	N/A	2924.00	100.00%	2924.00	0.00		\$2,924.00	
<b>Budget Justification and Calculation</b>									
Summer custodian at Hoover Elementary School (5 days in 2019, 15 days in 2020).									
<b>FRINGE</b>			<b>Fringe Rate 40.00%</b>		<b>62275.00</b>	<b>62275.00</b>	<b>\$0.00</b>		

Budget Justification and Calculation  
n/a

**PERSONNEL TOTAL**

**OTHER DIRECT COSTS**

\$217,955.00      \$122,015.00      \$95,940.00

Total Project Budget	OFCY Funds Requested	Other Projected Match
0.00	0.00	0.00

N/A

Total Project Budget	OFCY Funds Requested	Other Projected Match
0.00	0.00	0.00

Budget Justification and Calculation  
N/A

Total Project Budget	OFCY Funds Requested	Other Projected Match
0.00	0.00	0.00

Budget Justification and Calculation  
N/A

Total Project Budget	OFCY Funds Requested	Other Projected Match
0.00	0.00	0.00

General Office Supplies

Budget Justification and Calculation  
N/A

Total Project Budget	OFCY Funds Requested	Other Projected Match
0.00	0.00	0.00

Participant Incentives

**Budget Justification and Calculation**

N/A

**Description**

Professional Development

**Budget Justification and Calculation**

6 hours of instructional, family engagement/home visiting and logistical training for all Summer PreK teachers and aides. Teacher rates: 4 hrs@ 35/hr; 2 hrs@ 27/hr. Instructional Aide rate: 25/hr.

**Description**

Program Supplies

**Budget Justification and Calculation**

N/A

**Description**

Telephone/Internet/Communications

**Budget Justification and Calculation**

N/A

**Description**

Travel/Transportation

**Budget Justification and Calculation**

N/A

**OTHER DIRECT COSTS TOTAL**

Total Project Budget	OFCY Funds Requested	Other Projected Match
732.00	732.00	0.00

Total Project Budget	OFCY Funds Requested	Other Projected Match
0.00	0.00	0.00

Total Project Budget	OFCY Funds Requested	Other Projected Match
0.00	0.00	0.00

Total Project Budget	OFCY Funds Requested	Other Projected Match
0.00	0.00	0.00

\$732.00	\$732.00	\$0.00
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# **YOUTH WAGES and STIPENDS** **YOUTH WAGES**

Description	# of youth	Hourly Wage	# Hours/week	# Weeks/year	Total Project Budget	OFCY Funds Requested	Other Projected Match
N/A	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Budget Justification and Calculation							
N/A							

FRINGE	Fringe Rate n/a	0.00	0.00	\$0.00
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Budget Justification and Calculation

n/a

## **YOUTH STIPEND**

Description	# of youth	Stipend Amount	# Hours/week	# Weeks/year	Total Project Budget	OFCY Funds Requested	Other Projected Match
N/A	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Budget Justification and Calculation							
N/A							

## **YOUTH WAGES and STIPENDS SUBTOTAL**

Do you have subcontracts?

☒ Yes ☐ No

## **SUBCONTRACTS**

Total Project Budget	OFCY Funds Requested	Other Projected Match
\$2,500.00	\$2,500.00	\$0.00

Description

Tandem, Partners in Early Learning

Budget Justification and Calculation

Click on link

Description

Oakland Public Library

Total Project Budget	OFCY Funds Requested	Other Projected Match
\$0.00	\$0.00	\$0.00

### Budget Justification and Calculation

OPL will provide 2 one-hour bilingual early literacy workshops and resource sessions at both OFCY funded SPK sites for families between July 1, 2019-June 30, 2020. OPL will provide workshop materials, as well as translation support to each site.

Description	Total Project Budget	OFCY Funds Requested	Other Projected Match
<a href="#">Help me Grow-First 5 Alameda County</a>	\$0.00	\$0.00	\$0.00

### Budget Justification and Calculation

[Click on link](#)

### Description

[Oakland Education Fund-Jackie Jimenez Subrata](#)

### Budget Justification and Calculation

[Click on link](#)

**SUBCONTRACTS TOTAL**  
(without indirect costs)

**SUBTOTAL WITHOUT INDIRECT COSTS**  
(excluding subcontractor indirect costs)

**Indirect Costs** (cannot exceed 15% of total OFCY Funds Requested). Currently: 3.98%

Lead Agency Indirect

### Budget Justification and Calculation

OSD's cost for grant fund administration.

### Subcontractor Indirect

Tandem, Partners in Early Learning

Oakland Public Library

Help me Grow-First 5 Alameda County

Oakland Education Fund-Jackie Jimenez Subrata

INDIRECT TOTAL

Total Project Budget	OFCY Funds Requested	Other Projected Match
\$14,016.20	\$8,300.00	\$5,716.20
\$16,516.20	\$10,800.00	\$5,716.20
\$235,203.20	\$133,547.00	\$101,656.20
Total Project Budget	OFCY Funds Requested	Other Projected Match
5540.00	5540.00	0.00
\$0.00	\$0.00	0.00
\$0.00	\$0.00	0.00
\$0.00	\$0.00	0.00
\$5,540.00	\$5,540.00	\$0.00



**TOTAL**

Your OFCY Award amount is \$139,087.00

\$240,743.20      \$139,087.00      \$101,656.20

# Combined Grants Schedules



Business Name Oakland Unified School District Phone (510) 879-8200 Email \_\_\_\_\_  
 Address 1000 Broadway City Oakland State 94607 Zip \_\_\_\_\_ Federal ID # \_\_\_\_\_  
 City of Oakland Business License Number \_\_\_\_\_ Completed by: \_\_\_\_\_ Phone if different \_\_\_\_\_

## Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)

☒ I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

## Schedule K – (Pending Dispute Disclosure)

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please check one) ☐ Yes ☒ No
2. If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_

Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_  
 Administering Department/Division: \_\_\_\_\_ Issues: \_\_\_\_\_

3. ☐ (check) Additional Disputes listed on Attachment

## Schedule N - (Living Wage – Declaration of Compliance) Grants accumulating over \$100K Grants under \$100K mark N/A

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,700
(2) How many of your permanent employees are paid above the Living Wage rate?	All
(3) How many of your permanent employees are paid below the Living Wage rate?	N/A
(4) Number of compensated days off per employee? (Refer to item "a" above)	Based on union contracts
(5) Number of trainees in your company?	N/A
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A

**Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) Grants accumulating over \$25K, Grants under \$25K mark N/A**

**Section A. Grantee Information**

- (1) Are you an EBO certified firm (Please check one) ☐ Yes ☒ No (if yes, please attached certificate and skip Schedule N-1)  
 (2) Approximate Number of Employees in the U.S. 4,700 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please check one) ☒ Yes ☐ No (4) Union name(s) 8 different unions (OEA, SEIU, CSEA, AFSCME, Teamsters, BTC, UAOS)

**Section B. Compliance**

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) ☒ Yes ☐ No  
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please check one) ☒ Yes ☐ No

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

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

(1) CFAR is a City Financial Recipient (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

**Schedule P - (Nuclear Free Zone - Ordinance 11474 C.M.S.)**



I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.



I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: \_\_\_\_\_

**Schedule V - (Affidavit of Non-Disciplinary or Investigatory Action)**

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

**Oakland's Minimum Wage Law - (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial: MS

**Affirmative Action** - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41 CFR 60-250.4 where applicable. Initial: MS

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: Michael L. Smith

Title: Interim General Counsel

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

 6/18/19

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

**To be completed by njms consultants only**

## SCHEDULE E

**Note:**  
to be completed by prime consultants only.

Date 6/28/19



**Company Name:**

162 / 2001  
OAKLAND  
USD - Student Engagement in R&D

**used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive**

**Local/Small Local Business Enterprise credits.**

**Sinned:**

David Hudson

[illegible]

**Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.**

\* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

(M = Male) (F = Female)

**SCHEDULE W**  
**BORDER WALL PROHIBITION**

(This form is to be completed by Contractors and their sub-contractors, and  
all Vendors seeking to do business with the City of Oakland)

I, David Yusem, the undersigned, a  
(Name)  
RJ Coordinator of OUSD  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

☒ I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

☐ I declare that I understand Ordinance #13459 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

David Yusem David Yusem 6/18/19  
(Printed Name and Signature of Business Owner) (Date)

OUSD 1000 Broadway Ste 150 Oakland Ca 94607  
(Name of Business Entity) (Street Address City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)

## Schedule Q

### INSURANCE REQUIREMENTS

(Revised 01/13/17)

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

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

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

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

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

used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested



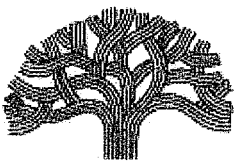
## Wallace, Kia

---

**From:** Bailey, Michael  
**Sent:** Thursday, August 08, 2019 8:43 AM  
**To:** Wallace, Kia  
**Subject:** RE: Oakland Unified School District - SPK Insurance Verification

Kia,  
OUSD meets the City's insurance requirements.

Michael Bailey  
Administrative Analyst II  
City of Oakland  
Human Resources Management Department  
Risk Management  
150 Frank Ogawa Plaza, Suite 3332  
Oakland, CA 94612  
(510) 986-2898 (direct)  
(510) 238-4749 (fax)  
mbailey@oaklandca.gov



### CITY OF OAKLAND

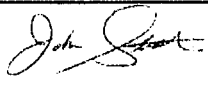
The continual use of the word race, predominantly by the media and policy makers, perpetuates the myth of multiple human races and further polarizes our society. We must not allow the media or our lawmakers to hijack this issue and continue to misuse the word. We must hold them accountable and demand that they stop misusing it, especially for sensationalistic and factually false reporting. It is simply irresponsible and feeds into the hands of those that espouse discriminatory and unscientific ideas about the single human race. Society can certainly protect the rights of minorities without invoking the word race. (From an article written by Michael Hadjiargyrou, Chair of the Department of Life Sciences, New York Institute of Technology).

**From:** Wallace, Kia <KWallace@oaklandca.gov>  
**Sent:** Wednesday, August 7, 2019 5:10 PM  
**To:** Bailey, Michael <MBailey@oaklandca.gov>  
**Subject:** Oakland Unified School District - SPK Insurance Verification

The Summer Pre-K (SPK) program is a 4-week school readiness program serving 18 children in 6 classrooms in priority neighborhoods. SPK is designed for incoming Kindergarten/TK students with minimal to no preschool experience, with priority enrollment for refugee and newcomer students.

Thank you,  
Kia

**From:** Bailey, Michael  
**Sent:** Wednesday, August 07, 2019 3:41 PM

Northern California ReLIEF		<b>CERTIFICATE OF COVERAGE</b>			Issue Date <b>8/5/2019</b>
<b>ADMINISTRATOR:</b> Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607  510-986-6750 www.keenan.com		LICENSE # <b>0451271</b>	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.</b>		
<b>COVERED PARTY:</b> Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607		<b>ENTITIES AFFORDING COVERAGE:</b>  ENTITY A: Northern California ReLIEF  ENTITY B:  ENTITY C:  ENTITY D:  ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-11	7/1/2019 7/1/2020	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-11	7/1/2019 7/1/2020	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-11	7/1/2019 7/1/2020	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER  \$ E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
A	<b>OTHER</b> Sexual Abuse/Molestation	NCR 01711-11	7/1/2019 7/1/2020	\$ \$	1,000,000 Each Occurrence
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:</b> As respects to the Grant Agreement between the City of Oakland and the Oakland Unified School District for the KIDS FIRST! Oakland Fund for Children and Youth through 6/30/2020.					
<b>CERTIFICATE HOLDER:</b>  City of Oakland 150 Frank H. Ogawa Plaza, Suite 4216 Oakland CA 94612			<b>CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.</b>		
			 John Stephens AUTHORIZED REPRESENTATIVE		

## **DISCLAIMER**

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

**ENDORSEMENT**

**ADDITIONAL COVERED PARTY**

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-11	Keenan & Associates

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

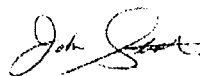
**Additional Covered Party:**

City of Oakland  
150 Frank H. Ogawa Plaza, Suite 4216  
Oakland CA 94612

**As Respects:**

As respects to the Grant Agreement between the City of Oakland and the Oakland Unified School District for the KIDS FIRST! Oakland Fund for Children and Youth through 6/30/2020.

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Covered Party. This coverage shall be Primary to the Certificate Holder's coverage.



\_\_\_\_\_  
Authorized Representative

Issue Date: 8/5/2019

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-2947

**CERTIFICATE OF COVERAGE**

08/02/2019

**CSAC Excess Insurance Authority**

**C/O ALLIANT INSURANCE SERVICES, INC.**  
**PO BOX 6450**  
**NEWPORT BEACH, CA 92658-6450**

PHONE (949) 756-0271 / FAX (619) 699-0901  
 LICENSE #0C36861

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

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

**Member:**

OAKLAND UNIFIED SCHOOL DISTRICT  
 ATTN: REBECCA LITTLEJOHN  
 1000 BROADWAY SUITE 440  
 OAKLAND, CA 94607

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

**Coverages**

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	<p>WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention</p> <p>EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention</p>

**LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.****Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND CITY OF OAKLAND FOR GRANT FOR OAKLAND FUND FOR CHILDREN AND YOUTH STUDENT ENGAGEMENT IN RESTORATIVE JUSTICE.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST CITY OF OAKLAND AND ITS COUNCILMEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS PURSUANT TO ENDORSEMENT NUMBER U-4.

**Certificate Holder**

CITY OF OAKLAND  
 OAKLAND FUND FOR CHILDREN AND YOUTH  
 150 FRANK OGAWA PLAZA, STE 4212  
 OAKLAND, CA 94612

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

**CSAC EXCESS INSURANCE AUTHORITY  
EXCESS WORKERS' COMPENSATION PROGRAM  
2019/2020 SCHEDULE OF INSURERS  
OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA PE 19 EWC-158	Workers' Compensation and Employers' Liability: \$2,500,000 each accident/each employee for disease  (Difference between \$2,500,000 and the individual member's retention)
Safety National Casualty Corporation	SP 4060592	Workers' Compensation: Statutory each accident/each employee for disease excess of \$2,500,000  Employers Liability: \$2,500,000 each accident/each employee for disease excess of \$2,500,000

## ENDORSEMENT NO. U-4

### CSAC EXCESS INSURANCE AUTHORITY EXCESS WORKERS' COMPENSATION

#### WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. **SUBROGATION**: In the event of any payment under this Memorandum, the Authority shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: The Authority shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and the Authority in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Authority, the expenses thereof shall be borne by the Authority.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase the Authority's limit of indemnity.

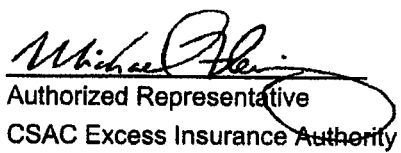
This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

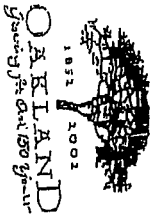
**Memorandum No.:** EIA 19 EWC-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 28, 2019

  
Authorized Representative  
CSAC Excess Insurance Authority





# City of Oakland

*Equal Benefits Ordinance*

## Certificate of Compliance is hereby awarded to *Oakland Unified School District*

*For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance*

*Deborah Barnes*      *September 28, 2006*  
Deborah Barnes      Date  
Contract Compliance & Employment Services Manager



Fiscal Services Division

---

August 12, 2018

To Whom It May Concern

OAKLAND UNIFIED SCHOOL DISTRICT  
Community Schools, Thriving Students

This is to certify that the Oakland Unified School District was founded in 1865 as a political subdivision of the State of California. As such, it is a tax- exempt, non-profit organization under the Internal Revenue Code section 170(c)(1).

The Federal Identification Number for the Oakland Unified School District is  
**94-6000385.**

Sincerely,

Ryan Nhon Nguyen  
Controller

File ID Number	19-0598
Introduction Date	4/24/2019
Enactment Number	19-0583
Enactment Date	4/24/19
By	OS



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

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

April 24, 2019

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: District Submitting Grant Application- Oakland Fund for Children and Youth - OUSD Summer PreK Program - Community Schools & Student Services Department

**ACTION REQUESTED:**

Approval and support by the Board of Education of the District applicant submitting OUSD Summer Pre-K grant application to the Oakland Fund for Children and Youth to fund two summer Pre-K classrooms in priority neighborhoods, in the amount of \$139,087.00 for the period July 1, 2019 through June 30, 2020, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant application for OUSD schools for the fiscal year 2019-2020 was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
19-0598	Yes	Grant	Oakland Unified School District Community Schools and Student Services Department	To fund two Summer Pre-K classrooms in priority neighborhoods for incoming kindergartners with minimal to no preschool experience	July 1, 2019 through June 30, 2020	Oakland Fund for Children and Youth	\$139,087.00

**DISCUSSION:**

The district created a Grant Face sheet process to:

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

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

**FISCAL IMPACT:**

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

- Grants valued at: \$139,087.00

**RECOMMENDATION:**

Approval by the Board of Education of a grant application for OUSD schools via the Community Schools and Student Services Dept for the fiscal year 2019-2020, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

**ATTACHMENTS:**

Grant Management Face Sheet

Grant Application



## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> OUSD-Summer Pre-K Program	<b>Funding Cycle Dates:</b> July 1, 2019 - June 30, 2020
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) Janice Edwards, Program Analyst Oakland Fund for Children and Youth, City of Oakland 150 Frank Ogawa Plaza, 4 <sup>th</sup> Floor, Oakland, CA 94612 510-238-6380 JEdwards@oaklandca.gov	<b>Grant Amount for Full Funding Cycle:</b>  \$139, 087.00
<b>Funding Agency:</b> Oakland Fund for Children and Youth City of Oakland 150 Frank Ogawa Plaza, 4 <sup>th</sup> Floor, Oakland, CA 94612 510-238-6380	<b>Grant Focus:</b> Parent Support & Education Strategy, Summer Pre-K program.
<b>List all School(s) or Department(s) to be Served:</b> Hoover and Garfield Elementary Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The Summer Pre-K (SPK) program is a kinder-readiness program in 2 priority neighborhoods that serves 18 children per classroom. The program is designed for incoming kindergartners with minimal to no preschool experience. SPK provide children with an opportunity to prepare for kindergarten through social and emotional learning, kinder academics, and has an on-going parent engagement and education component to increase access to information and services related to academic readiness and child wellness. The Grant also covers a portion of kindergarten readiness coordination for year round family engagement and preschool-elementary school alignment.
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.)	OFCY works with Public Profit, a third party evaluator that employs a mix of family surveys, staff surveys and site visits to evaluate the program. Also the Summer Pre-K program uses a pre/post data assessment to analyze instruction and student impact on kinder readiness.
Does the grant require any resources from the school(s) or district? If so, describe.	Each of the sites where Summer Pre-K operates are funded from OUSD and a combination of unrestricted, Core Waiver, Title 1, and grant funds.
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.)	Yes.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No.
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Maria Sujo, Program Manager, Kindergarten Readiness Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150, Oakland, CA 94607 (510) 879-2760 <a href="mailto:Maria.Sujo@ousd.org">Maria.Sujo@ousd.org</a>

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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal	Andrea Bustamante		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		3/25/19

**Grant Office Obtained Approval Signatures:**

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

---

**AGENCY INFORMATION****Oakland Unified School District****Agency Name**

Oakland Unified School District

**Agency Details****Street Address**

1000 Broadway suite 150

**City**

Oakland

**State**

California

**ZIP Code**

94611

**Is your agency a 501(c)(3) nonprofit?**☐ Yes ☒ No**Will your agency use a fiscal sponsor?**☐ Yes ☒ No**Is your agency a current OFCY grantee?**☒ Yes ☐ No**Phone**

4153688776

**Year Founded**

1865

**Tax ID#**

94-6000385

**Agency Website**

www.ousd.org

**Agency mission statement**

Oakland Unified School District (OUSD) will build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day.

**FINANCIAL****Current Fiscal Year Agency Budget**

608000000.00

**# of Full and Part****Time Staff**

4866

**FTEs: Program**

4133

**FTEs: Development/  
Fundraising**

0

**FTEs: Admin/  
Finance**

733

**Key Agency Staff****Executive Director****First Name**

Andrea

**Last Name**

Bustamante

**Email**

andrea.bustamante@ousd.org

**Phone**

510-879-8200

**Chief Financial Officer/ Financial Director****First Name**

Marcus

**Last Name**

Battle

**Email**

marcus.battle@ousd.org

**Phone**

510-434-4248

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**UPLOADS**

**501c3 IRS letter**

**File**

[IRS letter.pdf](#)

**Fiscal Audits**

**File**

[2016-17 Audit Report--Revised.pdf](#)

**IRS Form 990**

**File**

[Blank PDF.pdf](#)

OUSD does not require this docc please refer to IRS letter.

**Organizational Budget**

**File**

[Organizational Budget 18-19.pdf](#)

**Board Roster**

**File**

[Board Roster 2017-18.pdf](#)



## PROPOSAL INFORMATION

### Oakland Unified School District - Kindergarten Readiness-Summer PreK

**Program Name**

Kindergarten Readiness-Summer PreK

**Type of Applicant**

☐ Small & Emerging ☒ Single Agency ☐ Collaborative

**OFCY Funding Strategy**

Parent Engagement and Support

**Proposal Contact****First Name**

Maria

**Last Name**

Sujo

**Title**

Kindergarten Readiness  
Program Manager

**Phone**

510-879-2760

**Email**

maria.sujo@ousd.org

**Oakland Unified School District - Kindergarten Readiness-Summer PreK****Program Summary**

**The summary should describe the program in terms of the number served, who will be served (age and other identifying characteristics), with which services, when, where, and for what purpose or outcome. This Program Summary will be used to describe the proposed program throughout the review process.**

The Summer Pre-K (SPK) program is a 4-week school readiness program serving 18 children in 6 classrooms in priority neighborhoods. SPK is designed for incoming Kindergarten/TK students with minimal to no preschool experience, with priority enrollment for refugee and newcomer students. SPK provides children with an opportunity to prepare for kindergarten through social and emotional learning, as well as pre-academics; skills necessary for school success. SPK has a parent engagement component to increase family supports and access to services related to kindergarten readiness and child wellness.

**Agency History and Capacity**

**Describe your agency's experience providing the services proposed in your application. Include information on years of service in the community being served and any partnerships or collaboration with other organizations or systems of care.**

Oakland Unified's Summer Pre-K program (SPK) has provided children entering Kindergarten-Transitional- Kindergarten with a developmentally appropriate school experience for 10 summers. SPK is a partial day play-based program where children have an opportunity to develop and strengthen math, reading and social emotional skills in a nurturing environment. SPK approaches early learning through: promoting wellness, social-emotional and self-regulation skills; developing approaches to learning; fostering literacy and language; and developing cognitive development through problem solving. Families are empowered to be active agents in their child's holistic development through weekly educational workshops, family visits, and parent teacher conferences. SPK engages families in discussions about their child's social-emotional development to help parents understand and support their learning needs at home. SPK enables children's school readiness through family engagement and partnership.

**Describe the staffing plan for your proposed program. Identify the person who will have primary responsibility for managing the program and discuss their experience managing similar projects. Provide information on how many people will be directly working on the project and their qualifications to work effectively with your target population.**

The Kindergarten Readiness Program Manager conducts the year round coordination of SPK and alignment between community partners, the early childhood community, and the school district. The Manager has coordinated and developed the Summer PreK program for the past 3 years and has expertise in early childhood education, curriculum development and school administration. The breadth of her work focuses on teacher development, family engagement and adult education as adjunct faculty of child development.

The SPK teaching staff consists of one school district TK-5 certificated teacher and one instructional assistant per each of the 3 funded classrooms. All co-teachers will have the necessary credentials and experience to teach diverse young children. At least one staff in each class will be linguistically/culturally representative of the community. The co-teachers will use their expertise in early childhood education to provide the best care and supports

for young children and their families to enable school readiness. The co-teachers will also be a part of the family engagement activities.

A part-time Spanish bilingual program assistant will support SPK with administrative tasks such as data entry, attendance monitoring and analyzing data from the kindergarten readiness assessments. The assistant will support enrollment through community outreach as well to ensure the target population is served.

The Community School and Student Services Contracts Analyst will devote approximately 30% of their time during SPK programming to support operations related to contracts, risk management of all employees and, financial tasks such as purchase orders.

The family workshop providers are returning community partners that have long standing relationships with the school district and SPK. The facilitators are multilingual early childhood specialist in literacy development, family/child advocates and community child librarians.

### **Program Design**

**Describe the program and proposed services. Provide information on the program design, type of services, average length of participation, location of services, and how services will be delivered.**

SPK is a 4 week, half day program (5.5 hours per day) during the summer where children have the opportunity to develop pre-academic skills in a nurturing environment. The 2 OFCY funded classrooms will be in West Oakland, Hoover elementary and in MLK Jr. elementary school. SPK approaches early learning through experiential activities that promote: social-emotional and self-regulation skills; early literacy and language development and problem solving, following a schedule similar to a kindergarten classroom. SPK uses a teacher designed curriculum based on English Language Development instruction and social skill building that supports both English language learners and children who have not attended preschool. During the summer children have the opportunity to develop kindergarten readiness skills by practicing school routines, socializing with other children and, pre-academics through play and small group time. Each day children will start the day with a school provided breakfast and also receive a lunch and healthy snack. SPK teachers will arrive half an hour early and stay half an hour after program to set-up, prepare and organize the environment, curriculum, assessments and track program attendance.

Family engagement and support are an integral part of SPK. Families are empowered to be active agents in their child's holistic development through an orientation, weekly educational workshops, family visits, and a parent teacher conference. SPK engages families in their child's social-emotional development to help parents understand and support their learning needs at home. When families attend the orientation they learn about the program, meet the teachers, have an opportunity to complete an ASQ (for any child under 5) and sign up for a home visit. In the first 2 weeks of SPK families receive a home or site visit so that teachers learn what is special about the child, the families' wishes for the child and, how both family and teachers can partner to support the child's academic and social-emotional growth.

The weekly family workshop topics are based on child development, early literacy and community resources for families. The workshops are conducted by our expert community partners from Tandem, Oakland Public Library and Help Me Grow (First Five). The workshops are bilingual in the languages endemic to the community (Arabic, Spanish or Karen). All literacy workshops led by Tandem are interactive in the classroom involving

teachers, children and families so that families can learn and play with their children in the classroom.

At the end of the program each family will receive information about their children's progress, strengths and tips on how they can continue to support their children's growth over the summer and into kindergarten/tk.

**Describe how your program will engage and meet the needs of parents and caregivers in your community. What are challenges that you anticipate, and how do you plan to address the challenges?**

Currently and sadly, many of Oakland's youngest learners either do not attend PreK or have not had an opportunity to develop the skills necessary for school success. In 2016-17, the Early Development Instrument indicated that in west Oakland 40.8% of OUSD's rising kinders were on track in all domains of school readiness. SPK addresses the school readiness gap in this zone through a school readiness curriculum and meaningful family engagement. SPK support children's early school success by providing family education and connecting families to community/school resources. Family engagement activities such as home visits, an orientation and workshops allow families and teachers to develop trust to work together towards learning goals for children. Research on the developmental needs of young children shows that small group sizes supports learning and engagement (NAEYC, 2015). The small group size of SPK (1:9) is conducive to learning to contend in the larger classroom sizes of K/TK. Small group sizes also support communication between teachers-families.

Arabic is a growing language in west Oakland. SPK strives to hire Arabic speaking teachers or use other mechanism to connect with our families such as Arabic-speaking student interns (Linked Learning), printed material in Arabic and, also connecting with community liaisons from OUSD such as the the Refugee & Newcomer program at OUSD to make our program culturally/linguistically responsive to our west Oakland community.

**Identify the population that will be served in your program. How do you plan on engaging parents in the proposed direct services, and what will you do to keep parents engaged over a period of time to have greater impact?**

SPK's target population of children are those entering Kinder/TK in the fall who have minimal to no preschool experience, are refugee/newcomers and/or special referrals from early childhood partners. The Program Manager uses community based outreach strategies that include the support of our early childhood partners in the community and in the district.

Children are recruited as they sign up for Kinder/TK at school sites and OUSD assignment center. OUSD's office of Refugees and Asylee seekers as well as Families in Transition invite and enroll students eligible for SPK. Identifying and recruiting SPK eligible children is a crucial task during the early phases of program implementation and requires a community based approach. Our partners at Brighter Beginnings, CHO, the Help Me Grow hotline. OHA all support strategic recruitment.

The SPK teachers are trained in family engagement principles that help them understand and see families as experts in their children's learning and important contributors to their children's success and development. The SPK family engagement activities help builds relationships and trusting communication with families through workshops, home visits, and open door policy in the classroom. The family engagement component of SPK is a continuous and central part of the program. The Home visits build trust between teachers

and families from the beginning of the program and help families see themselves as valuable leaders in their child's education.

**Who are the other partners that will support the program? Does the proposed program include subcontractors or consultants, and if so, what will they provide for the program, and what are their qualifications? What are the other partners not included in the program budget that are critical to the success of your program, and how do you propose to work with them on the proposed program?**

Research indicates that investments made in early childhood education can lead to quality of life outcomes for children such as health outcomes, graduation rates and avoidance of the justice system ([www.earlyedgecalifornia.org](http://www.earlyedgecalifornia.org)). SPK operates in fiscal partnership with First 5, as it funds other SPK classrooms throughout the district. First 5 sponsors the majority of the Kindergarten Readiness Manager position to strategize and create district programming that supports school readiness such as: year round early learning activities at 11 school sites, family workshops kinder-readiness activities, transition practices and 0-5 programming in the community school's department.

Quality kindergarten-readiness programming such as SPK is highly collaborative. It takes the school, community and families to come together to improve outcomes for Oakland's children. In previous years SPK has collaborated with over a dozen community and district units to offer the best learning opportunities to children and their families. Lifelong Dental and La Clinica have and will continue to provide dental screenings to our children, OUSD's Linked Learning office places student interns in SPK classes to support our students and families and gain experience in an education career pathways; and the Jewish Family Children Services (and Lincoln) provides mental health consultation to our teachers and families.

The subcontractors that SPK formally partners with carry out multilingual weekly family workshops: the library, Help Me Grow-First 5 and Tandem. These partners provide family engagement opportunities to us at all sites to help families understand child development, foundations of language and literacy development and community resources. Our subcontractors have supported SPK for over five years and are trusted district partners.

#### **Outcomes and Impact**

**What are the needs that your program is designed to address? How will parents and children directly benefit from the proposed services? What are the short-term outcomes, and what are the long-term impacts?**

In fall of 2017 over half of children entering kinder/TK in the city of Oakland did not have previous preschool experience ([ousddata.org](http://ousddata.org)), which is the most prominent indicator of early school success. Our Kindergartners/TK students also have the highest rate of chronic absenteeism reaching as high as 37% in west oakland (target SPK zone). If our youngest children are to have a chance at school community, career and college readiness, it starts before they arrive in Kinder/TK.

SPK address school readiness through quality school readiness using research based curricular strategies that incorporate play based learning opportunities, English- language and social-emotional literacy development and social skill building. Children have the opportunity to learn in a safe, caring and developmentally appropriate environment. SPK allows children to practice going to school everyday, and other important school routines such as waiting turns, raising their hand, conflict resolution and practicing friendship skills. Part of the professional development teachers undergo focuses on family engagement. When children miss a day or are late to SPK the teachers reach out to families to assure

they are okay, determine if there is a resource deficit (i.e. bus passes) and also explain the importance of their attendance on children's learning. In SPK children have a safe, enriched educational place to learn and families also practice bringing their children everyday to school on time, this is a new experience for some of our families.

SPK has also demonstrated to impact education gains for children. According to our pre/post kinder-readiness assessment in the summer of 2018 children who attended SPK had a 3 sound phonemic and a 5 letter recognition gain. SPK is successful in creating conditions conducive for pre-academic skill building such as alphabetic recognition. SPK also provides a safe place for children to attend school for those who have never been to preschool, it provides 2 meals and a snack in communities where children may experience food scarcity. SPK allows families to build relationships with highly trained teachers who are dedicated and responsive and may offer a different perspective to what an educational system can be and how a family may effectively engage with it. The SPK program has lasting effects on families because it is a high quality first school experience for many families that sets the stage for an extended journey with American schooling.

**Describe how your program will measure its impact and achievement of outcomes.**

**What are the performance targets that will be met? How will you know that your program is successful?**

SPK measures its impact on children's school readiness skill building and family engagement by examining attendance for both children in program and adult participation in family engagement events. We are striving towards a targeted average daily attendance of 85% which we have been able to achieve in previous years of programming. Everyday that children attend program it helps them and their families practice attendance consistency.

SPK uses parent surveys to make improvements to program content and delivery based on family feedback. Our program is applying for funding for an extra 1.5 hours of daily programming per family request. Our families voiced their wish for longer SPK program hours to address child care needs and to support children's skill development.

Our program also measures school readiness using a simple pre/post assessment. This tool informs the program on children's growth in pre-literacy, fine motor and social skills and is used to improve program quality. The program's academic goals are that all children start to write their name and make gains in letter and phoneme recognition (3-6).

SPK also examines family engagement by linkage to district and community services. We tracked how many families connect to services ranging from mental health supports, the central family resources center, dental/medical connections and childcare referral services. In the summer of 2018 in our 7 SPK classrooms 20% of families received at least one service.

**List your program's annual outcomes and performance for the past three years. Explain any fluctuations in outcome and performance year-to-year.**

The SPK program has 3 major outcomes:

(1) Increase access to quality early learning experiences, family engagement and supports related to school readiness (2) Early identification of children's overall needs and linkage to services (3) Increased coordination and alignment between systems to support children's readiness and transition to Kinder/TK.

SPK performance for in the last grant cycle indicates continual growth in child participation and deeper family engagement. Enrollment has increased by 46 children since 2015 as well as an additional funding stream to support the growth of the program.

SPK's expansion is quite evident in family engagement. SPK strengthens families' capacity to support school readiness through activities such as, early literacy workshops, home visits and parent-teacher conferences. Home visits enable families to build trustful relationships with teachers in ways that support children's care, education and linkage to services; and increased by 27% between 2017 and 2018. Home visits have led to services related to mental health, OUSD's central family resource center and access to mobile food pantries.

SPK has fluctuated positively through coordination, district alignment and community partnerships. OFCY and First Five's commitment to funding a full-time Kindergarten Readiness Manager has been responsible for these outcomes and scale. The Manager has taken best practices from SPK and scaled throughout OUSD's early childhood education department.

#### **Required Resources and Budget Requests**

**What are the total proposed annual program expenses for the 2019-2020 fiscal year? What were the total program expenses in the most recently completed calendar or fiscal year? What is changing?**

The total proposed annual program expenses for the 2019-2020 fiscal year are \$240,743. For the previous year, the total program budget was \$225,202. A few factors have led to this. The personnel budget has changed in that we are calculating fringe benefits at a higher rate. In addition, in previous year our program budget was lower because SPK operated shorter program hours. This year we are taking our families feedback into consideration and asking for increased funding to cover teachers wages to operate an extra 1.5 hour daily. We've also made edits to teacher stipends for professional development as it has changed in the last grant cycle. Under subcontracts and consultants, there has been an increase of \$500 to our Literacy partners that provide weekly parent engagement sessions. We have also increased our costs for a program assistant for recruitment outreach.

**Describe the proposed program expenses and explain how funds requested are reasonable to support the proposed numbers of children to be served, hours of service to be provided, and overall program design.**

The cost of running one SPK classroom per fiscal year is approximately 15k. This figure includes labor wages, 2 family workshops (the others are provided at no cost) family orientations, professional development and home visits, and the support of a part time program assistant. The cost per classroom is approximately 15k, excluding fringe benefits and the full time coordination of the Kindergarten Readiness Program Manager. In previous years, First 5 funded the cost of a part time consultant to partially coordinate SPK programming. With the creation of a year round Kindergarten Program Manager position, we have leveraged resources to create year round sustainability and implementation.

This budget is reasonable given that OFCY is being petitioned to cover 30% of the Kindergarten Readiness Program Manager position. This position is crucial to the sustainability of our summer Pre-K program. The intense enrollment and outreach required for this vulnerable population requires additional coordination that the program manager provides along with the orchestration of services from community resources agencies. OUSD's SPK is a 6 classroom kindergarten readiness program that includes year round community outreach and parent education workshops. First 5 provides funding for 4 classrooms, (possibly more) and year round workshops,

The bulk of the requested funds are for coordination of Kindergarten Readiness-SPK programming and labor expense for the teachers and aides to run quality programming. Aside from coordination and teacher labor expenses the next largest expense is the partial time program assistant to support with outreach and enrollment, logistics, payroll and data entry support for program operation. A quality program needs qualified credentialed teachers a skillful program manager and part time support for operational aspects like strategic recruitment of target children and coordination of services and community partners.

**Provide information on the other sources of revenue supporting the program. Include the name of the funding entity, amount of funds, duration of funds, and whether the funds have been received, are committed, are pending, or will be planned to be requested.**

OUSD's Summer Learning Programs runs on a budget of ~1.9 million district dollars, coupled with 1.3 million grant dollars, serving 5,700 youth Prek -12th grade. This is a combination of unrestricted, Core Waiver, Title 1, and grant funds. For 2015, the grant funds are as follows:

21st Century Supplemental: \$800K; Intensive Support Schools: \$100K; First 5/OFCY SPK: \$140K. Measure G, Oakland Fine Arts Summer School: \$45K; School Improvement Grant (SIG): \$100k; Refugee/ Transitional Youth: \$100K;

We have also created a partnership with Springboard Collaborative to serve 960 students PreK-3rd grade. The Springboard program includes \$300k in local foundation support (Greenlight and Kenneth Rainin Foundation). The Springboard model will also include an additional \$500k in Core Waiver district funds to support their programming. The Springboard model focuses on literacy and family engagement, in a very similar fashion as our SPK programming.

We have received a grant from First 5 of Alameda County for \$400,000 over the next 2 years. This First 5 grant design is in alignment with OFCY strategies and provides the additional funds necessary to fund 2 SPK classes, as well as our Kindergarten Readiness program manager.

We are also pending on measure A funding to support school readiness and SPK.

OUSD Community Partnerships department is constantly negotiating additional funding streams that will help to insure our SPK programming and kindergarten readiness coordination.

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<p>Provide a Letter of Agreement or Memorandum of Understanding for any organizations or individuals listed in the Subcontracts section of the Budget.</p>
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**File**

[LOAs \(3\).pdf](#)

Letters of Agreement for: Tandem, OPL & Help Me grow



# DEMOGRAPHICS AND OPERATIONS

## Oakland Unified School District - Kindergarten Readiness-Summer PreK

### YOUTH

#### Total Unduplicated Youth Participants (Ages 0-21)

72

Youth Participants' Race / Ethnicity	# to be Served	% to be Served
American Indian and Alaska Native	4	5.56%
Asian	8	11.11%
Black or African American	22	30.56%
Hispanic or Latino	10	13.89%
Middle East/North Africa	15	20.83%
Native Hawaiian and Other Pacific Islander	2	2.78%
Some Other Race	3	4.17%
Two or More Races	6	8.33%
White	2	2.78%
Total	72	

Youth Participants' Ages to be Served	# to be Served	% to be Served
0 - 5 years	66	91.67%
6 - 10 years	6	8.33%
11 - 15 years	0	0.00%
16-21 years	0	0.00%
Total	72	

Youth Participants' Residence	# to be Served	% to be Served
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[Find District](#)

District 1	0	0.00%
District 2	0	0.00%
District 3	72	100.00%
District 4	0	0.00%
District 5	0	0.00%
District 6	0	0.00%
District 7	0	0.00%
Total	72	
Dosage per Youth	# to be Served	% to be Served
1 to 10 hours	0	0.00%
11 to 20 hours	0	0.00%
21 to 40 hours	72	100.00%
41 to 80 hours	0	0.00%
81 to 120 hours	0	0.00%
121+ hours	0	0.00%
Total	72	

**ADULT****Total Unduplicated Adult Participants  
(Family Members/Caregivers)****72****Adult Participants' Race / Ethnicity      # to be Served      % to be Served****Black or African American      20      27.78%****Asian      8      11.11%****Hispanic or Latino      10      13.89%****Middle East/North Africa      15      20.83%****Two or More Races      6      8.33%****American Indian and Alaska Native      3      4.17%****Native Hawaiian and Other Pacific  
Islander      2      2.78%****Some Other Race      3      4.17%****White      5      6.94%****Total      72****Adult Participants' Ages to be Served      # to be Served      % to be Served****22-30 years      20      27.78%****31-40 years      20      27.78%****41-50 years      18      25.00%****51-60 years      8      11.11%****61+ years      6      8.33%****Total      72****Adult Participants' Residence      # to be Served      % to be Served**[Find District](#)**District 1      0      0.00%****District 2      0      0.00%****District 3      72      100.00%****District 4      0      0.00%****District 5      0      0.00%****District 6      0      0.00%****District 7      0      0.00%****Total      72****Adult Participants' Gender Identity      # to be Served      % to be Served****Female      68      94.44%****Male      4      5.56%****Non-binary      0      0.00%****Total      72****Dosage per Adult      # to be Served      % to be Served****1 to 10 hours      72      100.00%****11 to 20 hours      0      0.00%****21 to 40 hours      0      0.00%****41 to 80 hours      0      0.00%****81 to 120 hours      0      0.00%**

121+ hours

0 0.00%

Total

72

**PROGRAM OPERATION DATES**

**What months out of the year will this program provide services?**

- ☐ January
- ☐ February
- ☐ March
- ☐ April
- ☐ May
- ☒ June
- ☒ July
- ☐ August
- ☐ September
- ☐ October
- ☐ November
- ☐ December

**Enter the total number of weeks in a year that this program operates. (1-52)**

4

**Days that service is provided**

Please select days in a typical week that this program provide services. If your program has typical start and end times, please enter them.

Day	Service Provided	Start Time	End Time
Sunday	<input type="checkbox"/>		
Monday	<input checked="" type="checkbox"/>	08:30 am	02:30 pm
Tuesday	<input checked="" type="checkbox"/>	08:30 am	02:30 pm
Wednesday	<input checked="" type="checkbox"/>	08:30 am	02:30 pm
Thursday	<input checked="" type="checkbox"/>	08:30 am	02:30 pm
Friday	<input checked="" type="checkbox"/>	08:30 am	02:30 pm
Saturday	<input type="checkbox"/>		

# ACTIVITY PROJECTIONS

## Oakland Unified School District - Kindergarten Readiness-Summer PreK

Select the types you will use

- ☒ Group Activity
- ☒ Individual Activity

### Group Activities

Name	Cate gory	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Leng th of Sessi on (hou rs)	Aver age # of Chil dren ts per sessi on	Servi ce Hour s (12 mon ths)
Class 1, MLK (19-20)	Early Learn ing	4	0	0	15		19 6.00	15.00	0.00 1710

### Service Description

Children spend a half day learning: language and literacy, math concepts and social skills; through play, book sharing, and small/large group teacher led activities. SPK utilizes a rich play-based, English language development curriculum to increase literacy skills and inspire enthusiasm for learning.

Name	Cate gory	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Leng th of Sessi on (hou rs)	Aver age # of Chil dren ts per sessi on	Servi ce Hour s (12 mon ths)

Class 2, Hoover (19-20)	Early Learning				session	
	4	0	0	15	19 6.00	15.00 0.00 1710

### Service Description

Children spend a half day learning: language and literacy, math concepts and social skills; through play, book sharing, and small/large group teacher led activities. SPK utilizes a rich play-based, English language development curriculum to increase literacy skills and inspire enthusiasm for learning.

Name	Category	# of Sessions			# of Sessions Q4	Total # of Sessions	Average		
		Q1	Q2	Q3			Avg Length of Session (hrs)	# of Children	Average Hours per session
Tandem Family WKSH,MLK	Family Engagement and Parent Education	0	0	0	2	2	1.00	0.00	10.00 20

### Service Description

Tandem provides family workshops on children's language/brain development, and the importance of talking, singing, playing and, interacting with children every day to increase their vocabulary and language development.

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Average			
							Avg Length of Session (hours)	Avg # of Children	Avg # of Adults	Average Service Hours per session (12 months)
Tandem Family WKSHP, Hoover	Family	0	0	0	2	2	1.00	0.00	10.00	20
	Engagement									
	Parent									
	Education									

#### Service Description

Tandem provides family workshops on children's language/brain development, and the importance of talking, singing, playing and, interacting with children every day to increase their vocabulary and language development.

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Average			
							Avg Length of Session	Avg # of Children	Avg # of Adults	Average Service Hours per session (12 months)

(hours) session month

Name	Service Description	Family Engagement and Parent Education	Total # of Sessions	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Average Length of Session (hours)	Average # of Children per Session	Average # of Adults per Session	Average # of Services per Session
OPL Family WKSHP, MLK			0	0	0	0	1	1	1.00	0.00	10.00	10

**Service Description**  
Oakland Public Library will share information with families about their Summer Reading program for children of all ages, the services they offer for young children, youth and their families.

Name	Service Description	Family Engagement and Parent Education	Total # of Sessions	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Average Length of Session (hours)	Average # of Children per Session	Average # of Adults per Session	Average # of Services per Session
HMG Family WKSHP, MLK			1	0	0	0	0	1	1.00	0.00	10.00	10

nt  
Educ  
ation

### Service Description

Help Me Grow is an agency that partners with providers to ensure the healthy development of young children. They provide one hour workshops for families at SPK sites to learn about the developmental screenings, case management and referral services to ensure children's health and school success.

Name	Category	# of Sessions				Total # of Sessions	Avg Length of Session (hours)	Average # of Children Served	
		Q1	Q2	Q3	Q4			Children	Adults
HMG Family WKSHP, Hoover	Family Engagement and Parent Education	1	0	0	0	1	1.00	0.00	10.00
									10

### Service Description

Help Me Grow is a system that partners with providers to ensure the healthy development of young children. They provide one hour workshops for families at SPK sites to learn about the developmental screenings, case management and referral services to ensure children's health and school success.



Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session (hours)	Average # of Children per Session	Average # of Adults per Session	Service Hours (12 months)
OPL Family WKSHP, Hoover	Family Engagement and Parent Education	0	0	0	1	1	1.00	0.00	10.00	10

### Service Description

Oakland Public Library will share information with families about their Summer Reading program for children of all ages, the services they offer for young children, youth and their families.

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session	Average # of Children per Session	Average # of Adults per Session	Service Hours (12 months)
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							(hours)	session	session	month
Family	Engagement	Parent Education	0	0	0	1	1.00	0.00	10.00	10
Family Orientation, MLK										

#### Service Description

Families will attend an orientation where they will be informed about: SPK programming hours and dates, curriculum, and family workshop attendance requirements and sign up for home visits. Families will have an opportunity to meet the teachers, ask questions, visit the classroom and complete an ASQ.

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Average Length of Session (hours)	Average # of Children per session	Average # of Adults per session	Service Hours (12 months)
Family	Engagement	0	0	0	1		1.00	0.00	10.00	10
Family Orientation, Hoover										

Parent  
Education

### Service Description

Families will attend an orientation where they will be informed about: SPK programming hours and dates, curriculum, and family workshop attendance requirements and sign up for home visits. Families will have an opportunity to meet the teachers, ask questions, visit the classroom and complete an ASQ.

### Individual Activities

Name	Category	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session (hours)	Average Session Hours
Family Engagement and Parent Education	Home Visits, MLK	0	0	0	12	12	1.00	12

### Service Description

Each participating family will have a home visit/site from one of their child's teachers. The family/teacher will meet in the child's home to build a partnership and discuss goals for the child's unique learning and development.

Name	Cate gory	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session (hours)	Parti cipa nt s (12 mon ths)	Aver age Servi ce Hour
Home Visits, Hoover	Famil y Enga geme nt and Pare nt Edu cation	0	0	0	12	12	1.00	1	12

#### Service Description

Each participating family will have a home/site visit from one of their child's teachers. The family/teacher will meet in the child's home to build a partnership and discuss goals for the child's unique learning and development.

Name	Cate gory	# of Sessions Q1	# of Sessions Q2	# of Sessions Q3	# of Sessions Q4	Total # of Sessions	Avg Length of Session (hours)	Parti cipa nt s (12 mon ths)	Aver age Servi ce Hour
Service Description		0	0	0	0	0	0.00	1	0

Sum of service hours in all activities

3544

Service Locations

Service Location 1

[Find District](#)

<b>Location Name</b>	Martin Luther King Jr Elementary School	<b>City</b>	Oakland	<b>ZIP Code</b>	94607
<b>Street Address</b>	960 10th St, Oakland, CA 94607				
<b>Oakland City Council District</b>	3	<b>Type of Site</b>	OUSD CDC		

Service Location 2

[Find District](#)

<b>Location Name</b>	Hoover Elementary School	<b>City</b>	Oakland	<b>ZIP Code</b>	94608
<b>Street Address</b>	890 Brockhurst St				
<b>Oakland City Council District</b>	3	<b>Type of Site</b>	OUSD Elementary		

Service Location 3

[Find District](#)

<b>Location Name</b>		<b>City</b>		<b>ZIP Code</b>	
<b>Street Address</b>					

**Oakland City Council District**

**Type of Site**

**BUDGET****Oakland Unified School District - Kindergarten Readiness-Summer PreK****PERSONNEL**

Lead Agency	First Name	Last Name	Total Annual Salary/Wages	% Time	Total Project Budget	OFCY Funds Requested	Projected Match
Position							
Teacher, MLK	N/A	N/A	1788.00	100.00%	1788.00	1788.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK teacher 1 at MLK Jr. Elementary school (4 days, July 1-5, 6.5 hrs/day).							
Teacher, MLK	N/A	N/A	5363.00	100.00%	5363.00	5363.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK teacher 1 at MLK Jr. Elementary school. (16 days, June 10-28, 6.5 hrs/day, 1 prep day )							
Teacher, Hoover	N/A	N/A	1788.00	100.00%	1788.00	1788.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK teacher 2 at Hoover Elementary school. (4 days, July 1-5, 6.5 hrs/day)							
Teacher, Hoover	N/A	N/A	5363.00	100.00%	5363.00	5363.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK teacher 2 at Hoover Elementary school. (16 days, June 10-28, 6.5 hrs/day, 1 prep day)							
PreK Teacher, MLK	N/A	N/A	1788.00	100.00%	1788.00	1788.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK PreK teacher at MLK Jr. Elementary school (4 days, July 1-5, 6.5 hrs/day)							
PreK Teacher, MLK	N/A	N/A	5363.00	100.00%	5363.00	5363.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK PreK teacher at MLK Jr. Elementary school (16 days, June 10-28 6.5 hrs/day, 1 prep day)							

Instructional Assistant, Hoover	N/A	N/A	813.00	100.00%	813.00	813.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK IA at Hoover Elementary school (4 days, July 1-5)							
Instructional Assistant, Hoover	N/A	N/A	2438.00	100.00%	2438.00	2438.00	\$0.00
<b>Budget Justification and Calculation</b>							
SPK IA at Hoover Elementary school (16 days, June 10-28, 6.5 hrs/day, 1 prep day)							
Kindergarten Readiness Program Manager	Maria	Sujo	102500.00	100.00%	102500.00	32500.00	\$70,000.00
<b>Budget Justification and Calculation</b>							
Kindergarten Readiness Program Manager will coordinate year round early childhood 0-5 services at CFRC, district sites and all operation of Summer PreK.							
Family Orientation	N/A	N/A	196.00	100.00%	196.00	196.00	\$0.00
<b>Budget Justification and Calculation</b>							
All four SPK teachers/aides will conduct a 1-hour family orientation prior to starting SPK so families learn more about the program, meet the teachers, sign-up for workshops, family visits and tour the school. Family orientation are one hour, plus 0.5 hour prep at 35/hr. teachers and 25/hr for IA.							
Home Visits	N/A	N/A	2340.00	100.00%	2340.00	2340.00	\$0.00
<b>Budget Justification and Calculation</b>							
Classroom teachers/aides in both classrooms will go on home/site visits together to develop trusting relationships with families and learn more about the children's' individual learning style and needs. Home visits build trust between teachers and children/families and encourage families to work together with teachers in the best interest of children. (35/hr. for teachers; 25/hr., for aide; for 24 home visits total) 1.5 hours per visit.							





## Budget Justification and Calculation

n/a

## PERSONNEL TOTAL

## OTHER DIRECT COSTS

\$217,955.00	\$122,015.00	\$95,940.00
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	Total Project Budget	OFCY Funds Requested	Projected Match
	0.00	0.00	0.00

<b>Total Project Budget</b>	<b>OFCY Funds Requested</b>	<b>Projected Match</b>
0.00	0.00	0.00

<b>Total Project Budget</b>	<b>OFCY Funds Requested</b>	<b>Projected Match</b>
0.00	0.00	0.00

<b>Total Project Budget</b>	<b>OFCY Funds Requested</b>	<b>Projected Match</b>
0.00	0.00	0.00

<b>Total Project Budget</b>	<b>OFCY Funds Requested</b>	<b>Projected Match</b>
0.00	0.00	0.00

### Description

## Participant Incentives

**Budget Justification and Calculation**

N/A

**Description**

Professional Development

**Budget Justification and Calculation**

6 hours of instructional, family engagement/home visiting and logistical training for all Summer PreK teachers and aides. Teacher rates: 4 hrs@ 35/hr; 2 hrs@ 27/hr. Instructional Aide rate: 25/hr.

**Description**

Program Supplies

**Budget Justification and Calculation**

N/A

**Description**

Telephone/Internet/Communications

**Budget Justification and Calculation**

N/A

**Description**

Travel/Transportation

**Budget Justification and Calculation**

N/A

**OTHER DIRECT COSTS TOTAL**

Total Project Budget	OFCY Funds Requested	Projected Match
732.00	732.00	0.00

Total Project Budget	OFCY Funds Requested	Projected Match
0.00	0.00	0.00

Total Project Budget	OFCY Funds Requested	Projected Match
0.00	0.00	0.00

Total Project Budget	OFCY Funds Requested	Projected Match
0.00	0.00	0.00

<b>\$732.00</b>	<b>\$732.00</b>	<b>\$0.00</b>
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# YOUTH WAGES and STIPENDS

## YOUTH WAGES

Description	# of youth	Hourly Wage	# Hours/week	# Weeks/year	Total Project Budget	OFCY Funds Requested	Projected Match
N/A	0.00		0.00	0.00	0.00	0.00	\$0.00
Budget Justification and Calculation							
N/A							
FRINGE							
				Fringe Rate n/a	0.00	0.00	\$0.00

Budget Justification and Calculation

n/a

## YOUTH STIPEND

Description	# of youth	Stipend Amount	# Hours/week	# Weeks/year	Total Project Budget	OFCY Funds Requested	Projected Match
N/A	0.00		0.00	0.00	0.00	0.00	\$0.00
Budget Justification and Calculation							
N/A							

## YOUTH WAGES and STIPENDS SUBTOTAL

Do you have subcontracts?

☒ Yes ☐ No

## SUBCONTRACTS

Description	Total Project Budget	OFCY Funds Requested	Projected Match
<a href="#">Tandem, Partners in Early Learning</a>	\$2,500.00	\$2,500.00	\$0.00

This subcontract budget has not been submitted.

Budget Justification and Calculation

Click on link

<b>Description</b> <a href="#">Oakland Public Library</a> This subcontract budget has not been submitted. <b>Budget Justification and Calculation</b> Click on link	<b>Total Project Budget</b>	<b>OFCY Funds Requested</b>	<b>Projected Match</b>
	\$0.00	\$0.00	\$0.00
<b>Description</b> <a href="#">Help me Grow-First 5 Alameda County</a> This subcontract budget has not been submitted. <b>Budget Justification and Calculation</b> Click on link	<b>Total Project Budget</b>	<b>OFCY Funds Requested</b>	<b>Projected Match</b>
	\$0.00	\$0.00	\$0.00
<b>Description</b> <a href="#">Oakland Education Fund-Jackie Jimenez Subrata</a> This subcontract budget has not been submitted. <b>Budget Justification and Calculation</b> Click on link	<b>Total Project Budget</b>	<b>OFCY Funds Requested</b>	<b>Projected Match</b>
	\$14,016.20	\$8,300.00	\$5,716.20
<b>SUBCONTRACTS TOTAL</b> (without indirect costs)	<b>\$16,516.20</b>	<b>\$10,800.00</b>	<b>\$5,716.20</b>
	<b>\$235,203.20</b>	<b>\$133,547.00</b>	<b>\$101,656.20</b>
<b>SUBTOTAL WITHOUT INDIRECT COSTS</b> (excluding subcontractor indirect costs)	<b>Total Project Budget</b>	<b>OFCY Funds Requested</b>	<b>Projected Match</b>
	5540.00	5540.00	0.00
<b>Indirect Costs</b> (cannot exceed 15% of total OFCY Funds Requested). Currently: 3.98%			
Lead Agency Indirect			
<b>Budget Justification and Calculation</b> OSD's cost for grant fund administration.			

<b>Subcontractor Indirect</b>			
Tandem, Partners in Early Learning	\$0.00	\$0.00	0.00
Oakland Public Library	\$0.00	\$0.00	0.00
Help me Grow-First 5 Alameda County	\$0.00	\$0.00	0.00
Oakland Education Fund-Jackie Jimenez Subrata	\$0.00	\$0.00	0.00
INDIRECT TOTAL	\$5,540.00	\$5,540.00	\$0.00
<b>TOTAL</b>	<b>\$240,743.20</b>	<b>\$139,087.00</b>	<b>\$101,656.20</b>

## PROPOSAL SIGNOFF

### **Oakland Unified School District - Kindergarten Readiness-Summer PreK**

**I understand that by clicking 'Submit', I am submitting this proposal to OFCY for review and may only edit the proposal by contacting the Cityspan help desk before the proposal submission deadline. I verify that all information in this proposal is accurate, that I have read all RFP sections related to this strategy, and that I have carefully reviewed all parts of my proposal before submitting.**

