

Board Office Use: Legislative File Info.	
File ID Number	25-2788
Introduction Date	12/10/25
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Megan Allegretti, Director of Program Improvement

Meeting Date December 10, 2025

Subject Amendment No. 1 (Fund Reallocation) - State of California Department of Forestry and Fire Protection Resource Management - Oakland Living Schoolyards Implementation Project - Office of the Chief of Systems and Services

Ask of the Board Approval by the Board of Education of Amendment No. 1, Grant Agreement (8GA22421) by and between the District and the State of California Department of Forestry and Fire Protection (CAL FIRE), in the amount of \$4,998,782.88 awarded for the term December 6, 2023 through March 30, 2026 (Legislative File No. 22-2767, Enactment No. 24-0078, 1/10/2024) for the purpose of supporting Oakland Living Schoolyards Implementation Project, by moving “budget from Outreach and partially from Contracts to staff time. Plan to use grant funds for 3 positions, Executive Director of Systems & Services Improvement, Director of Program Improvement and Assistant Project Manager for Systems & Services”, as delineated in Exhibit A of Amendment, incorporated herein by reference as though fully set forth, for the revised term of December 9, 2024 through March 30, 2026. All other terms and conditions of the Grant Agreement remain in full force and effect.

Background The Board of Education approved and accepted the State of California Department of Forestry and Fire Protection Resource Management - Green Schoolyards Implementation Grant on January 10, 2024, to support the creation of plans on the Manzanita Elementary and Martin Luther King Jr. campuses.

Discussion These actions do not change the purpose of the grant activities or the award amount. The state has allowed amendments to the staffing changes and deadline of the grant activities, to provide additional time to complete grant activities and spend all grant funds.

Fiscal Impact None

Attachment(s)

- Amendment No. 1 (Fund Reallocation) - State of California Department of Forestry and Fire Protection Resource Management - Oakland Living Schoolyards Implementation Project - Office of the Chief of Systems and Services
- 23-2767 Grant Award - State of California - Department of Forestry and Fire Protection (CAL FIRE) - Oakland Schoolyards Implementation Project - Chief Systems and Services Officer

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



December 19, 2024

Sarah Suresh
Oakland Unified School District
1011 Union St.
Oakland, CA 94607

8GA22421 Amendment 1; Oakland Unified School District, "Oakland Living Schoolyards Implementation Project"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee.

Please contact Julia Gowin at 916-201-8942 if you have questions concerning services to be performed.

1. ☐ Grant amendment, updated budget, and other exhibits enclosed. Please sign, scan, and return the amendment to Kevin Haran at Kevin.Haran@fire.ca.gov no later than **December 17th, 2024**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement/amendment with original signature to:

CAL FIRE
Attn: Grants Management Unit/UCF Grants
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your amendment, a scanned/electronic signature copy of the amendment is preferred.

2. ☒ Enclosed for your record is one fully executed copy of the agreement/amendment referenced above.

Thank you,

Kevin Haran
Grants Analyst
Grants Management Unit

CC: Larissa Frees
Walter Passmore
Julia Gowin

Enclosures

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT

APPLICANT: Oakland Unified School District
PROJECT TITLE: Oakland Living Schoolyards Implementation Project
GRANT AGREEMENT: 8GA22421 – Amendment 1

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 30, 2026.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Amendment will move budget from Outreach and partially from Contracts to staff time. Plan to use grant funds for 3 positions, Executive Director of Systems & Services Improvement, Director of Program Improvement and Assistant Project Manager for Systems & Services.


Total State Grant not to exceed \$ 4,998,782.88 (or project costs, whichever is less).

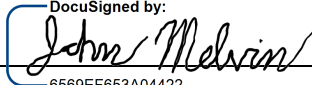
*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Oakland Unified School District

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

Applicant


By 
Signature of Authorized Representative
Print Name/
Title: Preston Thomas, Chief Systems and Services Officer
Date 12/3/2024

DocuSigned by:

6569EF653A04422...

By
Title: John Melvin
Assistant Deputy Director, Resource Management
Date 12/9/2024

CERTIFICATION OF FUNDING		
GRANT AGREEMENT NUMBER 8GA22421	PO ID 619392	SUPPLIER ID 0000012281
FUND 0001	FUND NAME General Fund	
PROJECT ID 22EHGREENSCHOOL	ACTIVITY ID GRANTS	AMOUNT OF ESTIMATE FUNDING \$ 4,998,782.88
GL UNIT 3540	BUD REF 102	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2022	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 0.00
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96110	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

DocuSigned by:

Certification of CAL FIRE Accounting Officer

12/18/2024
Date

FIRST AMENDMENT TO GRANT AGREEMENT NUMBER 8GA22421

THIS FIRST AMENDMENT TO GRANT AGREEMENT NUMBER 8GA22421 (this "Amendment") is made and entered into as of the later of the dates set forth under the parties' signatures below (the "Effective Date"), by and between Oakland Unified School District ("Grantee"), and the California Department of Forestry and Fire Protection ("CAL FIRE").

RECITALS:

A. Grantee and CAL FIRE are parties to that certain Grant Agreement Number 8GA22421 with an effective date of December 6, 2023 ("Existing Agreement").

B. The Existing Agreement was \$0 in Salaries & Wages, \$0 in Employee Benefits, \$4,706,480.00 in Contractual, and \$100,000.00 in Education/Outreach.

C. Grantee has requested an amendment to update the project budget, moving funds from outreach/education and Contractual to salaries and wages and employee benefits.

D. CAL FIRE and Grantee desire to amend the Existing Agreement to update the project budget.

AMENDMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms; Recitals. Capitalized terms not defined in this Amendment have the same meanings as set forth in the Agreement. The Recitals to this Amendment are incorporated in and made a part of this Amendment.

2. Updated Documents. The documents attached hereto in Exhibit A and incorporated herein by reference replace and supersede the corresponding budget attached to the existing agreement.

3. Reaffirmation. The terms of this Amendment will govern and control over any conflicting provisions in the Existing Agreement. Except in the case of such conflicts and as expressly amended by this Amendment, the terms and provisions of the Existing Agreement remain unchanged and in full force and effect.



OUSD FACILITIES SYSTEMS & SERVICES

October 31, 2024

To Whom It May Concern:

For the Cal Fire Oakland Living Schoolyards Implementation Project awarded through the program FY 22-23 Urban and Community Forestry Green Schoolyards, Award Number 8GA22421, we are submitting the following amendment:

- We are moving the budget from Outreach and partially from Contracts to staff time, as Outreach and education with each school site is work that OUSD staff has taken on for the grant. Specifically, we have a portion of 3 positions that will be funded out of this grant until March 2026. Specifically, we are going to be using the grant funds for the following 3 positions:
- Executive Director of Systems and Services Improvement: Overall grant management & reporting
- Director of Program Improvement: Coordination with school sites & external partners
- Assistant Project Manager for Systems and Services: Outreach coordination at each site

Please feel free to reach out if you have any questions.

Sincerely,

Sailaja Suresh

sailaja.suresh@ousd.org

510-277-2896

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: FY 22-23 Urban and Community Forestry Green Schoolyards
Project Name/Title: SCU - Oakland Living Schoolyards Implementation Project
Org Name: Oakland Unified School District
Award/Contract Number: 8GA22421
Stage: Budget-to-Actual

Report Date: 12/02/2024
Requested By: Sallaja Suresh
sallaja.suresh@ousd.org

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Salaries & Wages										
	Executive Director	Executive Director of Systems and Services Improvement: Overall grant management & reporting	700	\$99.58	\$69,706.00	\$69,706.00	\$0.00		\$0.00	Direct Cost
	Director	Director of Program Improvement: Coordination with school sites & external partners	508	\$83.20	\$42,265.60	\$42,265.60	\$0.00		\$0.00	Direct Cost
	Assistant Project Manager	Assistant Project Manager for Systems and Services: Outreach coordination at each site	508	\$59.12	\$30,032.96	\$30,032.96	\$0.00		\$0.00	Direct Cost
Salaries & Wages Total			1716	\$241.90	\$142,004.56	\$142,004.56	\$0.00		\$0.00	
Employee Benefits										
	Executive Director	Executive Director of Systems and Services Improvement: Overall grant management & reporting	700	\$49.18	\$34,426.00	\$34,426.00	\$0.00		\$0.00	Direct Cost
	Director	Director of Program Improvement: Coordination with school sites & external partners	508	\$33.75	\$17,145.00	\$17,145.00	\$0.00		\$0.00	Direct Cost
	Assistant Project Manager	Assistant Project Manager for Systems and Services: Outreach coordination at each site	508	\$28.96	\$14,711.68	\$14,711.68	\$0.00		\$0.00	Direct Cost
Employee Benefits Total			1716	\$111.89	\$66,282.68	\$66,282.68	\$0.00		\$0.00	
Contractual										
	Asphalt Removal and Demolition	Contract	2	\$332,000.00	\$664,000.00	\$664,000.00	\$0.00		\$0.00	Direct Cost
	Vegetated Areas - Trees Only	Contract	2	\$188,000.00	\$376,000.00	\$376,000.00	\$0.00		\$0.00	Direct Cost
	Outdoor Classroom Space	Contract	2	\$168,000.00	\$336,000.00	\$336,000.00	\$0.00		\$0.00	Direct Cost
	Construction Manager	Contract	2	\$123,500.00	\$247,000.00	\$247,000.00	\$0.00		\$0.00	Direct Cost
	Geotechnical Report, Inspection & Laboratory Soils Testing	Contract	2	\$40,000.00	\$80,000.00	\$80,000.00	\$0.00		\$0.00	Direct Cost
	Nature Play Space	Contract	2	\$189,000.00	\$378,000.00	\$378,000.00	\$0.00		\$0.00	Direct Cost
	Labor Compliance and Construction Inspection	Contract	2	\$5,000.00	\$10,000.00	\$10,000.00	\$0.00		\$0.00	Direct Cost
	Vegetated Areas - Shrubs	Contract	2	\$317,500.00	\$635,000.00	\$635,000.00	\$0.00		\$0.00	Direct Cost
	Planning and Project Management	Contract	1	\$639,210.76	\$639,210.76	\$639,210.76	\$0.00		\$0.00	Direct Cost
	Educational Gardens	Contract	2	\$82,500.00	\$165,000.00	\$165,000.00	\$0.00		\$0.00	Direct Cost
	Picnic Areas	Contract	2	\$59,500.00	\$119,000.00	\$119,000.00	\$0.00		\$0.00	Direct Cost
	Site Maintenance (2-3 years per campus)	Contract	5	\$22,800.00	\$114,000.00	\$114,000.00	\$0.00		\$0.00	Direct Cost
	Permeable Walking Paths	Contract	2	\$111,000.00	\$222,000.00	\$222,000.00	\$0.00		\$0.00	Direct Cost
	Ground Penetrating Radar Scan	Contract	2	\$6,000.00	\$12,000.00	\$12,000.00	\$0.00		\$0.00	Direct Cost
	Paving Paint	Contract	2	\$9,000.00	\$18,000.00	\$18,000.00	\$0.00		\$0.00	Direct Cost
	Design Team, Including Architect & Certified Arborist	Contract	2	\$273,491.00	\$546,982.00	\$546,982.00	\$0.00		\$0.00	Direct Cost
	Rainwater and Stormwater Capture	Contract	2	\$18,000.00	\$36,000.00	\$36,000.00	\$0.00		\$0.00	Direct Cost
Contractual Total			36	\$2,584,501.76	\$4,598,192.76	\$4,598,192.76	\$0.00		\$0.00	
Travel & Per Diem										
	Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines. Note that your indirect cost rate setting (which must be between 0 and 12%) will automatically apply to each line	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Travel & Per Diem Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Supplies										
	Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines. Note that your indirect cost rate setting (which must be between 0 and 12%) will automatically apply to each line	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Supplies Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Equipment										
	NOTE: Indirect cost rates do not apply to Equipment. Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines.	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Equipment Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Outreach/Education										
Outreach/Education Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other Costs										
	DSA Permit Fees	Each	2	\$21,000.00	\$42,000.00	\$42,000.00	\$0.00		\$0.00	Direct Cost
Other Costs Total			2	\$21,000.00	\$42,000.00	\$42,000.00	\$0.00		\$0.00	
Indirect Cost										
	To be used by CAL FIRE staff only. Not to exceed 12% of total direct costs.	Indirect	1	\$150,302.88	\$150,302.88	\$150,302.88	\$0.00		\$0.00	Direct Cost
Indirect Cost Total			1	\$150,302.88	\$150,302.88	\$150,302.88	\$0.00		\$0.00	
Other										
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total										
Grant Total			3471	\$2,756,158.43	\$4,998,782.88	\$4,998,782.88	\$0.00		\$0.00	

Budget Report, Created by Sailaja Suresh, sailaja.suresh@ousd.org, 12/02/2024
Source: eCivis™ Portal
<http://www.ecivis.com/>

File ID Number	23-2767
Introduction Date	1/10/24
Enactment Number	24-0078
Enactment Date	1/10/2024 CJH
By	



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

January 10, 2024

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Sailaja Suresh, Executive Director of Systems and Services
Megan Allegretti, Director of Program Improvement

Subject: Grant Award - State of California Department of Forestry and Fire Protection Resource Management - Oakland Living Schoolyards Implementation Project - Chief Systems and Services Officer

ACTION REQUESTED:

Approval by the Board of Education of a grant award from the State of California Department of Forestry and Fire Protection (CAL FIRE) Resource Management in the amount of \$4,998,782.88, to support Green schoolyards implementation grant which will serve two campuses, Manzanita Campus and Martin Luther King Jr. Elementary, for the period of January 11, 2024 to March 30, 2026, pursuant to the terms and conditions thereof for the grant years, if any.

BACKGROUND:

Grant award for OUSD schools for the 2023-2024 fiscal year 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
23-2767	Yes	Grant	Oakland Unified School District	To support Green schoolyards implementation grant which will serve two campuses, Manzanita Elementary and Martin Luther King Jr. Elementary. Project objectives include adding outdoor classroom and picnic areas; planting trees and vegetated landscapes; building pollinator gardens; adding natural play areas and nature-based play structures; installing raised beds for edible food gardens; enhancing stormwater management on site; and to involve the school community in the design implementation and stewardship of the living schoolyard, as well as to improve the health, well-being, and educational outcomes of students.	1/11/24 - 3/30/26	State of California Department of Forestry and Fire Protection (CAL FIRE) Resource Management	\$4,998,782.88

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 school.

FISCAL IMPACT:

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

- Grants \$4,998,782.88

RECOMMENDATION:

Approval by the Board of Education of a Grant Award for fiscal year 2023-2024, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet
Grant Award Letter

OUSD Grants Management Face Sheet

Title of Grant: CAL FIRE FY22-23 Urban and Community Forestry Green Schoolyards - Implementation Grant	Funding Cycle Dates: 12-14-2023 to 03-30-2026
Grant's Fiscal Agent: (contact's name, address, phone number, email address) California Department of Forestry and Fire Protection 715 P St, Sacramento, CA 95814 916-653-5123 Evan.Jones@fire.ca.gov	Grant Amount for Full Funding Cycle: \$4,998,782.88
Funding Agency: California Department of Forestry and Fire Protection	Grant Focus: The objectives of the Project include the following: To create and enhance green spaces available to students, including two outdoor classrooms, a pollinator garden, shaded areas, and natural play areas—that provide social, educational, and ecological benefits to the students and the whole school community. To plant and vegetated landscapes, generating net greenhouse gas (GHG) benefits from carbon sequestration and reduced energy use, enhancing stormwater management on-site, and reducing air pollution and urban heat island effects. To create an edible school garden to help students understand and connect to how food is grown and provide them with access to fresh, healthy food. To improve the health, well-being, and educational outcomes.


	<p>To involve the school community in the design, implementation, and stewardship of the Living Schoolyard.</p> <p>To divert and capture stormwater through increased vegetated areas and permeable surfacing.</p>
<p>List all School(s) or Department(s) to be Served:</p> <p>Campus 1: Manzanita SEED & Manzanita Community Elementary</p> <p>Campus 2: Martin Luther King, Jr. Elementary</p>	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	<p>OUSD stewards the land at 122 schools on 505 urban acres and is the second largest landowner in Oakland, presenting an excellent opportunity to provide communities with access to cooling tree canopy and nature. However, because of district financial stress over the past 20 years, many OUSD schoolyards are often bleak and covered in asphalt with few trees or plants. These concrete lots can reach temperatures of 120 degrees, making them unsafe for both children and adults. This being true, there are bright spots in OUSD where schools have built a school garden to support their educational program. OUSD has a goal of bringing a comprehensive Living Schoolyard and program to all campuses. The two campuses that have been selected for this grant would benefit greatly from this type of programming and have a real need for green spaces on campus that would enable it.</p>
<p>How will this grant be evaluated for impact upon student achievement?</p> <p>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 4.22% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)</p>	<p>The Project creates and enhances green space at this OUSD campus, which is in a dense urban environment with legacy environmental justice issues. The Project will remove hardscape and use natural elements that provide social, educational, and ecological benefits for the students, faculty and staff. Specifically, the Project's objectives address the following problems and needs for the school and neighborhood:</p> <p>Provide much-needed access to greenspace: The school serves an under-resourced, densely populated, and park-deficient neighborhood. A living schoolyard</p>

	<p>that encourages play and provides access to nature and shaded respite from the dense, hardscape surroundings is therefore essential to the health of children in this community.</p> <p>Combat heat island effects: The neighborhood's heat vulnerability and lack of tree canopy cover can lead to health problems related to heat exposure. Extensive tree planting will create shade and lower air temperatures, creating a comfortable environment in which to play and learn. Increased shading also lowers energy use and associated GHG emissions.</p> <p>Mitigate air pollution: As noted above, the neighborhood suffers a high pollution burden and poor air quality that puts students and families at risk. The Project's trees and other vegetation will absorb air pollutants, improving local air quality.</p>
Does the grant require any resources from the school(s) or district? If so, describe.	No matching funds required.
<p>Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?</p> <p>(If yes, include the district's indirect rate of 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)</p>	Services are being paid through an OUSD contract or MOU
<p>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.)</p>	No
<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Name/Title: Megan Allegratti, Director of Program Improvement</p> <p>Site: 913</p> <p>Address:</p> <p>Phone: 415-830-2117</p> <p>Email: megan.allegratti@ousd.org</p>


Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
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Chief Systems and Services Officer	Preston Thomas		12/01/23
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Grant Office Obtained Approval Signatures:

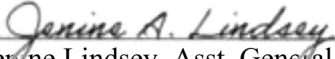
Entity	Name/s	Signature/s	Date
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Superintendent	Kyla Johnson-Trammell		1/11/2024
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Name: Benjamin Davis
Position: President, Board of Education

Approve As To Form:

Sign:  Date: 1/11/2024


Jenine Lindsey, Asst. General Counsel
Interim General Counsel

Date: 12/01/23

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



December 14, 2023

Megan Allegretti
Oakland Unified School District
1011 Union St.
Oakland, CA 94607

8GA22421; Oakland Unified School District, "Oakland Living Schoolyards Implementation Project"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Julia Gowin at 916-201-8942 if you have questions concerning services to be performed.

1. ☐ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Alice Lander at alice.lander@fire.ca.gov no later than **December 7, 2023**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE

Attn: Grants Management Unit/UCF Grants
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☒ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Alice Lander
Grants Analyst
Grants Management Unit

CC: Larissa Frees
Walter Passmore
Julia Gowin

Enclosures

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT**

APPLICANT: Oakland Unified School District
PROJECT TITLE: Oakland Living Schoolyards Implementation Project
GRANT AGREEMENT: 8GA22421

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 30, 2026.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Green schoolyards implementation grant which will serve two campuses, Manzanita Elementary and Martin Luther King Jr. Elementary. Project objectives include adding outdoor classroom and picnic areas; planting trees and vegetated landscapes; building pollinator gardens; adding natural play areas and nature-based play structures; installing raised beds for edible food gardens; enhancing stormwater management on site; and to involve the school community in the design implementation and stewardship of the living schoolyard, as well as to improve the health, well-being, and educational outcomes of students.

Total State Grant not to exceed \$ **4,998,782.88** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Oakland Unified School District

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By

Signature of Authorized Representative

Print Name/

Title: Preston Thomas, Chief Systems & Services Officer

Date 12/1/2023

By

DocuSigned by:

6569EF653A04422...

Title: John Melvin

Assistant Deputy Director, Resource Management

Date 12/6/2023

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8GA22421	PO ID	SUPPLIER ID 0000012281
FUND 0001	FUND NAME General Fund	
PROJECT ID 22EHGREENSCHOOL	ACTIVITY ID GRANTS	AMOUNT OF ESTIMATE FUNDING \$ 4,998,782.88
GL UNIT 3540	BUD REF 102	ADJ. INCREASING ENCUMBRANCE \$ 4,998,782.88
PROGRAM NUMBER 2470010	ENY 2022	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 4,998,782.88
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96110	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this

er

DocuSigned by:

30D0E1AC61EA48D...

Certification of CAL FIRE Accounting Officer

12/13/2023

Date

Approve As To Form By:

Janine A. Lindsey
Janine Lindsey, Asst. General Counsel
Interim General Counsel

Date: 12/01/23

GRANT NUMBER 8GA22421
Oakland Unified School District
Oakland Living Schoolyards Implementation Project

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, Oakland Unified School District, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed four million nine hundred ninety-eight thousand seven hundred eighty-two dollars and eighty-eight cents (\$4,998,782.88).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Green Schoolyards Grants California Department of Forestry and Fire Protection 2022/2023 Urban and Community Forestry Program Grant Guidelines.
 - b. The submitted Application, Scope of Work, Project Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM to Green Schoolyards Grants California Department of Forestry and Fire Protection 2022/2023 Urban and Community Forestry Program Grant Guidelines.

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.06-4799.12 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the STATE's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

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3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 8GA22421.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

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2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Oakland Unified School District
Section/Unit: Urban and Community Forestry	Section/Unit: N/A
Attention: Julia Gowin	Attention: Megan Allegretti
Mailing Address: P.O. Box 944246 Sacramento, CA 94244	Mailing Address: 1011 Union St., Oakland, CA 94607
Phone Number: (916) 201-8942	Phone Number: (415) 830-2117
Email Address: Julia.Gowin@fire.ca.gov	Email Address: Megan.allegretti@ousd.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but no less than 60 days from the Agreement expiration date.

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The STATE may waive the minimum timeframe for amendments at their discretion. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director or designee. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

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- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates and activities specified in the Final Project Budget Detail, Application, Scope of Work and Exhibits, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project for which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE. Grantee must provide reporting on equipment disposition no less frequently than biannually to CAL FIRE or upon CAL FIRE's request after completion of the grant project until notified in writing by the CAL FIRE Urban and Community Forestry Grant Program that additional reporting is no longer required.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and required quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of GRANTEE, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), match funds when applicable, and appropriate supporting documentation consistent with the Eligible Costs section, as detailed in the Green Schoolyards Grants California Department of Forestry and Fire Protection 2022/2023 Urban and Community Forestry Grant Guidelines.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from other budget categories, without approval by the STATE; however, GRANTEE shall notify the STATE in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget

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category must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization that is located in or providing service to disadvantaged or low-income communities. Advance payment made by the STATE shall be subject to the circumstance provisions below.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount. Advance funds must be spent on eligible costs within six months of the advance payment receipt.
 - GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. CAL FIRE will bill for the return of unliquidated advance funds after the approved timeframe.
 - Rolling advances of no more than 10% of the grant funds with additional advance requests are allowable once 50% of the previous advance has been expended and documents provided to CAL FIRE. These advances must be fully utilized within a three-month period unless additional time is approved by CAL FIRE.
 - Unless a rolling advance was approved, all work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs within the time period approved by STATE shall be returned to the STATE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

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- j. The GRANTEE shall immediately reimburse or credit, as determined by the STATE, the STATE for any over payment of any invoice, including final invoice, when either party determines an overpayment was made.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Urban and Community Forestry Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount

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and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section.
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.

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- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

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10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status,

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religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

18. Survival Clause

The obligations of the Parties under Section III General Provisions, Items 4 (c) and (j) of the Project Costs and Payment Documentation and Item 10 Hold Harmless of this Agreement shall survive the termination or expiration of the Agreement.

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ADDENDUM – URBAN AND COMMUNITY FORESTRY GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California’s Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
3. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, state dollars allocated, and leveraged funds throughout the duration of the project.
4. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All Urban and Community Forestry Grant projects are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current GHG emissions quantification methodology requirements.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All Urban and Community Forestry Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Urban and Community Forestry Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Applications: Oakland Living Schoolyards Implementation Project

Please make sure you have read the Green Schoolyards Grant Guidelines: <https://www.fire.ca.gov/what-we-do/grants/urban-and-community-forestry-grants>. Reference the grant guidelines while completing the below application to ensure you are following all requirements.

For more information on how to use the eCivis platform please see the CAL FIRE Grants website <https://www.fire.ca.gov/what-we-do/grants>

Profile

megan.allegretti@ousd.org

Application/Project Title

Oakland Living Schoolyards Implementation Project

Primary Project Contact Information

Full Name

Megan Allegretti, Director of Program Improvements

Email

megan.allegretti@ousd.org

Phone

415-830-2117

Address

1011 Union St.

City

Oakland

Zip Code

94607

State

California

Organization Information

Name of Organization

Oakland Unified School District

Organization Type

School District

Project Type?

Implementation

Requested Grant Amount?

\$4,998,782.88

Matching Amount?

\$0.00

What is the matching fund source and the amount associated with each source?

n/a

Are you requesting your matching amount be reduced or waived? If yes, explain why and by how much.

We request that the matching requirement be waived entirely for this project. The two campuses included in this proposal are in-need education facilities through the three criteria described in the grant guidelines, as detailed below.

Campus 1 Manzanita Elementary Campus

Manzanita SEED Elementary

70.6% of students are eligible for free or reduced meals per the California Department of Education's Education Data Partnership Ed-Data tool (CDE Ed-Data)

73.88% unduplicated student count of free/reduced-price meals, English learners & foster youth (CDE Ed-Data)

Manzanita Community School

91.1% of students are eligible for free or reduced meals (CDE Ed-Data)

96.11% unduplicated student count of free/reduced-price meals, English learners & foster youth (CDE Ed-Data)

Campus 2: Martin Luther King, Jr. Elementary Campus

Located in a disadvantaged and low-income community for census tract 6001402500 (CalEnviroScreen (CES) 4.0; using the California Climate Investments Priority Populations 2022 CES 4.0 mapping tool linked in the guidelines)

96.8% of students are eligible for free or reduced meals (CDE Ed-Data)

97.63% unduplicated student count of free/reduced-price meals, English learners & foster youth (CDE Ed-Data)

Each campus in this grant was chosen through a systematic process created by OUSD that looked at Unduplicated Student percentages, Free and Reduced Lunch percentages, CalEnviroScreen 4.0 data, and other factors such as the lack of an existing partnership, the lack of green spaces, and sites where there are currently no resources available in the budget for schoolyard updates.

What is your primary source of technical advice? List the principal professional's full name, title and contact information that is informing your site design, if available.

Oakland Unified School District's source of technical advice is Šárka Volejníková, Bay Area Parks for People Director, Trust for Public Land, sarka.volejnikova@tpl.org, CA Licensed Landscape Architect, 5391; Rescape and Firescape certified professional

Partner Information

Partner Full Name

Šárka Volejníková

Partner Title

Bay Area Parks for People Director, Trust for Public Land

Email

sarka.volejnikova@tpl.org

Phone Number

Do you have any additional partners?

No

Explain the involvement the above partners will have with your project.

Trust for Public Land (TPL) has a long-standing relationship with Oakland Unified School District (OUSD). TPL has already transformed four OUSD schoolyards into Living Schoolyards, prioritizing equity, demographics, site conditions, and readiness, with another schoolyard to break ground this summer. TPL aims to provide every person in Oakland with access to nature, improved health and learning opportunities, and enhanced schoolyards, all within a 10-minute walk from home, through the Oakland Living Schoolyards program. Focused on transforming asphalt schoolyards in underserved communities into vibrant green spaces for students and neighbors to use, TPL is dedicated to completing OUSD Living Schoolyard projects.

For the campuses in this application, TPL will support OUSD in planning, design, and community engagement to ensure authentic engagement and inclusion in the design and planning process. TPL provided technical assistance for this grant application, as it has for grant applications for past projects. Over the past few years, TPL, in partnership with OUSD, has developed maintenance and stewardship planning and procedures (Living Schoolyards Guidelines) that are based on experience working on Living Schoolyards in OUSD and will serve all schools with Living Schoolyards. The Board of OUSD has adopted several policies that promote living schoolyards and gardens, including the Living Schoolyard Policy, District Wellness Policy, and the Climate Action Resolution. TPL continues to support Living Schoolyards at OUSD and will be a partner in this project from inception to completion of construction and beyond.

OUSD stewards the land at 122 schools on 505 urban acres and is the second largest landowner in Oakland, presenting an excellent opportunity to provide communities with access to cooling tree canopy and nature. However, because of district financial stress over the past 20 years, many OUSD schoolyards are often bleak and covered in asphalt with few trees or plants. These concrete lots can reach temperatures of 120 degrees, making them unsafe for both children and adults. This being true, there are bright spots in OUSD where schools have built a school garden to support their educational program. OUSD has a goal of bringing a comprehensive Living Schoolyard and program to all campuses. The five schools that have been selected for this grant would benefit greatly from this type of programming and have a real need for green spaces on campus that would enable it.

Upload Memorandum of Understanding (MOU) with the School District, if applicable.

Upload Memorandum of Understanding (MOU) with the property owner, if applicable.

Upload certified letters of commitment from partners

CAL Fire TPL Partnership Letter.pdf

Campuses

How many campuses are you working with?

2

Campus #1

Campus Name

Manzanita Elementary Campus

Campus Address

2409 E 27th Street, Oakland, CA 94601

List county and census tract number(s) for this campus.

Alameda County, 6001406300

Census tracts should be listed using the 10-digit number found for each tract on the map at <https://webmaps.arb.ca.gov/PriorityPopulations/>

Requested amount for this campus?

\$2,499,391.44

Is this campus an in-need educational facility?

Yes

Explain in-need educational facility status

Both schools on the Manzanita Elementary Campus can be classified as an "in-need" educational facility.

Manzanita SEED Elementary School can be classified as an "in-need" educational facility. Per the CDE School Profiles, 70.6% of students are eligible for free or reduced meals. The school has an unduplicated student count of free/reduced-price meals, English learners, and foster youth of 73.88% per CDE Ed-Data.

Manzanita Community Elementary School can be classified as an "in-need" educational facility. 91.1% of students are eligible for free or reduced meals per the California Department of Education (CDE) Education Data Partnership. The school has an unduplicated student count of free/reduced-price meals, English learners, and foster youth of 96.11% per CDE Ed-Data.

Upload supporting documentation here.

Manzanita IN-NEED PROOF.pdf

Project Background

The Manzanita Elementary Campus has two schools on it. Manzanita SEED Elementary School has 402 students in grades K-5 who have been historically underserved and disadvantaged, and 41.8% of these students are English language learners. Manzanita Community Elementary School has 360 students in grades K-5. This student population faces many challenges and the lack of opportunities and resources associated with poverty and language barriers. 53.9% of students are English language learners.

A lack of tree canopy at the school means students have limited access to play outdoors when it is hot outside, especially during extreme heat days. The beginning of each school year is demarcated by increasingly hot days. Addressing extreme heat with shade from trees will provide the students respite and freedom to be physically active outside and impact the temperatures in classrooms that do not have air conditioning. Currently, students gather along the school building wall to find shade on hot days instead of playing on their mostly black-top campus. Manzanita SEED Principal McManus, has stated the dire need for more shade on the campus: "Outdoor classrooms need more permeability, shade, and thoughtful shade arrangement." Manzanita Community Principal Amy Jones, feels that increasing shade, especially near play areas, will greatly benefit all of the students.

Young people in Oakland face extreme health challenges, and heat only exacerbates these issues. According to the California Heat Assessment Tool, which represents heat vulnerability and identifies where action needs to be taken to mitigate the public health impacts of extreme heat, this census tract has a Heat Vulnerability Indicator score of 61.26 and is a priority for the county and state for intervention. This score represents heat vulnerability and identifies where action needs to be taken to mitigate the public health impacts of extreme heat.

These students would benefit from hands-on, experiential learning opportunities and a stimulating schoolyard environment for play, exercise, and enriching social interactions. A Living Schoolyard at this campus will provide teachers with an opportunity to integrate outdoor learning with their curriculum and also to broaden awareness of climate issues. OUSD and TPL hope to create an environment that instills a sense of empowerment in students and an eagerness to learn about their ecosystem and environment.

Research suggests that greenspace is inequitably distributed, and that communities of color and low-income communities disproportionately live in areas with less trees and vegetation (Lanza, 2021, <https://doi.org/10.3390/ijerph18179237>). Both Manzanita Community School and Manzanita SEED are situated in a census tract where 90.91% of the area has no tree canopy coverage, according to the California Heat Assessment Tool. With these students, the nature-deficit disorder that children face in modern times is amplified. They lack access to nature, tree canopy, green spaces, and non-hardscape places to play, and they are exposed to extreme heat that is amplified on their mostly black-top campus. By planting 41 trees around play areas, buildings, and other areas where students congregate, students will be able to find a reprieve from heat on the increasingly hotter days in Oakland.

Project Objectives

The project objectives at Manzanita Elementary Campus include the following:

To create and enhance green spaces available to students at Manzanita Community Elementary School—including an outdoor classroom, shaded areas, and rain garden—that provide social, educational, and ecological benefits to the students and the whole school community.

To plant 41 trees and approximately 7,922 square feet of vegetated landscapes, generating net greenhouse gas (GHG) benefits from carbon sequestration and reduced energy use, enhancing stormwater management on-site, and reducing air pollution and urban heat island effects.

To improve the health, well-being, and educational outcomes of children at the school.

To capture and sink rainwater and stormwater through connecting existing storm drains to a new, permeable, vegetated rain garden.

To involve the school community in the Living Schoolyard design, implementation, and stewardship.

How Objectives Address the Problem/Need

The Project creates and enhances green space at this OUSD campus located in a dense urban environment with legacy environmental justice issues. The Project will remove impermeable hardscape surfaces and implement natural elements that provide social, educational, and ecological benefits for the students as well as faculty and staff. Specifically, the Project's objectives address the following problems and needs for the school and neighborhood:

Provide much-needed access to greenspace: The school serves an under-resourced, densely populated, and park-deficient neighborhood. A living schoolyard that encourages play and provides access to nature and shaded respite from the dense, hardscape surroundings is therefore essential to the health of children in this community.

Combat heat island effects: The neighborhood's heat vulnerability and lack of tree canopy cover can lead to health problems related to heat exposure. Extensive tree planting will create shade and lower air temperatures, creating a comfortable environment in which to play and learn.

Increased shading also lowers energy use and associated GHG emissions.

Mitigate air pollution: As noted above, the neighborhood suffers a high pollution burden and poor air quality that puts students and families at risk. The Project's trees and other vegetation will absorb air pollutants, contributing to improved local air quality.

Mitigate flooding and flood risk: The school currently experiences flooding and ponding issues, and the new rain garden and other vegetated areas will mitigate these issues and additional future flood risk.

Scope of Work

The draft concept plan for the Manzanita Elementary Campus Living Schoolyard has been developed by TPL and Berkeley design firm PlaceWorks, in consultation with Principal McManus, Principal Jones and the OUSD Facilities, Community Schools and Student Services, Buildings and Grounds, and Systems and Services Departments. It has also been informed by the as-built drawings provided by OUSD. The draft concept plan includes elements such as an outdoor classroom, and green spaces with trees and native plants to promote children's learning opportunities, positive social interactions, and physical and mental health. Forty-one trees will be planted to increase tree canopy cover and carbon sequestration. Eighteen of those newly planted trees will provide cooling shade to south- and west- facing building walls, leading to a reduction in energy consumption from the decreased use of air conditioning and in related GHG emissions.

Stakeholder Engagement

Stakeholders are students, families, teachers and school staff, neighbors, and representatives of local community organizations. Conversations with families, staff, and the principal have helped to inform the design process to this point and will continue to be vital in the implementation phase. In collaboration with TPL, OUSD will continue to meet with stakeholders to gather input and discuss management of the spaces. Meetings with neighbors, community members, and representatives of local organizations will be convened. During this grant's design and planning phase, TPL staff will attend teacher meetings at Manzanita to introduce the Project, poll teachers, and select classes for more in-depth student outreach. The entire school community will receive a survey to identify opportunities and constraints. At least one hands-on workshop in which the school community can participate will take place on an evening or weekend date. Students will have the opportunity to participate in the design process through activities with their class or in a workshop. Development of the Living Schoolyard will prioritize collaboration from students, families, staff, and neighbors and ensure there is meaningful participation. Teachers and school administrators will play a particularly important role in outreach through direct engagement with students, families, and community members. A final concept design will be presented to all stakeholders for review and input before construction.

OUSD schools currently host events for school improvement or neighborhood cleanups. These events are well attended and have helped build a strong network of community allies to help ensure the success of Living Schoolyard projects. One facet of community engagement will be a committee that will operate similarly to the steering committee used by OUSD to create the Living Schoolyards Guidelines. This committee consisted of the school administration, community members, students, teachers, and staff from various OUSD departments, such as Health and Wellness, Buildings and Grounds, and the OUSD Garden Council. All schools within OUSD that are committed to building an edible food garden are eligible to have an Environment, Food and Garden (EFG) Champion. These EFG Champions sustain the garden, engage with all stakeholders, and serve as a liaison between the school and Community Programming Team. EFG Champions at Manzanita will serve as members of this school's committee and will be instrumental in the edible garden program as well as in the ongoing community-based maintenance and stewardship of the schoolyard's green spaces.

Once construction has begun, a community planting day will occur as well as an opening celebration event. Community engagement will continue to take place during the maintenance period of the grant, with weekly opportunities for students to engage in garden stewardship, including planting, weeding, and watering. TPL and OUSD will also host bi-annual events for the larger community to engage and volunteer in the garden.

Deliverables

Key deliverables for the Project include the following:

- A final project design that incorporates student and community input
- A fully permitted set of 100% Construction Drawings
- Bidding materials to hire a qualified construction firm
- Implementation of a Living Schoolyard

As described above, the final design will be informed by the students' and school community's needs and wishes, as established through future engagement. The Living Schoolyard implementation at Manzanita Elementary Campus will result in the removal of 5,667 square feet of asphalt/hardscape and the creation of green infrastructure that includes the following elements:

23,795 square feet of tree canopy cover at maturity on campus through planting 41 trees, leading to cool outdoor spaces, increased physical activity of students at recess and break times, and reduced energy use and GHG emissions.

589 square feet of outdoor classroom space, leading to increased experiential learning and increased engagement of students in learning overall.

1,062 square feet of rainwater and stormwater capture areas to improve water quality and sustainability.

Tree Information

Tree species have been chosen based on their low water use and being local and native or adapted to the area. By planting large trees of 15 gallons or more, it is more likely the trees will survive and be able to provide shade immediately. It has been the experience of OUSD that small-sized tree plantings have resulted in the trees not surviving, especially those near play areas.

Potential tree and shrub species include:

- Afrocarpus gracilior, Fernpine: 3 individuals; 24" box
- Koeleruteria paniculata, Goldenrain Tree: 6 individuals; 24" box
- Melaleuca quinquenervia, Flaxleaf Paperbark: 15 individuals; 24" box
- Quercus lobata, Valley Oak: 2 individuals; 24" box
- Tristania laurina, Tristania: 6 individuals; 24" box
- Ulmus parvifolia, Chinese Elm: 9 individuals; 24" box

Total Project Trees for this Campus

41

Total CAL FIRE Funded Trees for this Campus

41

If you have an existing long-term tree care plan upload here OR describe how you will care for the trees long-term in the text box below. Completing one of these two options is required.

How will you care for the trees in the long-term?

To ensure the long term survival and health of planted vegetation in this project, best practices will be used to establish and maintain trees and shrubs for five years after installation. During dry seasons, watering will occur either by filling a fifteen-gallon watering bag on a weekly basis, or by subsurface drip irrigation operating through a smart, weather-based controller. Both methods employ low volume watering and will reduce runoff and evaporation. Both methods also use slow water release, which increases infiltration and promotes the development of deeper root structures that ensure higher plant resilience. After two or three growing seasons when trees and shrubs are established, watering will be reduced. A three-inch layer of mulch over the entire planted area will reduce soil temperature on hot days, moisture fluctuation, and water lost to evaporation. Mulch will be topped off as necessary.

Pruning of new trees will begin 18 months after planting, allowing for recovery time for each planted tree. A pruning schedule will be developed with the OUSD Buildings and Grounds team. For the first two to three years, pruning will focus on developing strong branching structure; on removing dead, damaged or diseased branches; and on allowing visibility within five feet off the ground for supervision. All trees with canopies over an accessible path of travel will be pruned to an 80-inch clearance above ground. Annual pruning will focus on dead and damaged branches in the following four to five years. Subsequent care will be focused on removing weight and allowing more light through the canopy. Tree grates will not be used, and tree ties for stabilization will be adjusted as trees grow in size and removed when no longer needed.

Timeline

Concept plans for this school are complete and attached. TPL's project managers effectively manage design and outreach consultant teams with community members, stakeholders, and partners. During the design phase, TPL will establish clear deadlines for delivering key products, such as 100% construction documents that will be completed within 18 to 20 months of the grant being awarded. The bulk of community engagement activities will take place during the first 4 to 5 months and will inform the planning and design of the campus improvements. We are budgeting a 4-month period for full DSA approval after the creation of a bid package, 2 months for bidding and contract award for a construction contractor, and 6 to 7 months for construction of the nature play areas, outdoor classrooms, pollinator garden, and installation. The maintenance plan covers a period of two years following project construction completion and includes ongoing stewardship by the school community.

Site Images - Provide 5-10 representative site photos and 1 aerial image of each school campus.

Manzanita Elementary Campus site photos and aerial.pdf

Add Campus?

No

Add Campus?

Yes

Campus #3**Campus Name**

Martin Luther King, Jr. Elementary Campus

Campus Address

960 10th Street, Oakland, CA 94607

List county and census tract number(s) for this campus.

Alameda County, 6001402500

Census tracts should be listed using the 10-digit number found for each tract on the map at <https://webmaps.arb.ca.gov/PriorityPopulations/>

Requested amount for this campus?

\$2,499,391.44

Is this campus an in-need educational facility?

Yes

Explain in-need educational facility status

Martin Luther King, Jr. (MLK) Elementary School can be classified as an in-need educational facility. It is located within a disadvantaged and low-income community as identified by California Climate Investments Priority Populations. According to CalEnviroScreen 4.0, it is located in a designated SB 535 Disadvantaged Community and has an overall percentile score of 89 and a pollution burden score of 76. Per the California Department of Education (CDE) Education Data Partnership, Ed-Data, 96.8% of students are eligible for free or reduced meals per the California, and the school has an unduplicated student count of free/reduced-price meals, English learners, and foster youth of 97.6%.

Upload supporting documentation here.

Martin Luther King Jr. Elementary In-need Proof.pdf

Project Background

Martin Luther King, Jr. (MLK) Elementary School has 339 students in grades K-5. The existing play structure at this school has little to no shade and is surrounded by asphalt. Eating and play areas are equally bereft of shade, with little to offer younger students. The school's principal, Principal Groves-Waters, noted that "kids overheat on hot days, and this is especially an issue for kids with asthma who need to stay indoors during recess on those days" and that "spending more time being active outdoors would boost morale for kids and staff." According to the California Heat Assessment tool, which represents heat vulnerability and identifies where action needs to be taken to mitigate the public health impacts of extreme heat, this census tract has a Heat Vulnerability Indicator score of 81.33, making it a high priority for the county and the state for intervention. It is also identified as having no canopy coverage for 95.3% of the area.

TPL's ParkServe tool indicates that the neighborhood has a high Pollution Respiratory Hazard, which puts students and families at risk for health problems associated with pollution. This school is within blocks of the 880 freeway and 980 freeway. According to CalEnviroScreen 4.0, this school has a diesel particulate matter score of 96, indicating that students are exposed to significant health risks due to being near heavy traffic. This school is situated in West Oakland, which is plagued by air pollution. This area has the highest levels of diesel particulate matter and higher asthma rates than other regions in Alameda County (West Oakland Environmental Indicators Project, 2019, <https://bit.ly/41EvSO0>).

According to the California Department of Public Health, 15.8% of children in Alameda County suffer from asthma (CDHP, 2022, <https://bit.ly/40kkYM4>). This is an issue prevalent across campuses in Oakland. Trees and other vegetation at this campus could help filter air pollution, and potentially mitigate negative effects felt by those students with asthma. Shade trees that cover the play area will mitigate heat and inspire students to be more active outdoors, contributing to better physical health. Benches with shade trees in planters near play areas will enable students to rest on hot days, alleviating the discomfort of extreme heat.

Teachers at this school have requested a shaded, permeable walkway be included in this project. Students do not have a safe, usable space to run around, nor do they have options to participate in outdoor activities that are not associated with a sport. Currently, children with respiratory problems are stuck indoors while their classmates can play outside. The walkway will also serve as a running track to be used during physical education classes, and it will be wheelchair accessible. Adding spaces for trees, such as redwoods, and natural habitat will not only connect students at the school to nature but also benefit the local ecology and wildlife.

Project Objectives

The objectives of the project at Martin Luther King, Jr. Elementary School include the following:

To create and enhance green spaces available to students at Martin Luther King, Jr. Elementary School—including four shaded outdoor classroom areas, a picnic area, natural play areas, a permeable walkway, a pollinator garden, and shaded play areas—that provide social and ecological benefits to the school community.

To plant 63 trees and approximately 25,297 square feet of vegetated landscapes, generating net greenhouse gas (GHG) benefits from carbon sequestration and reduced energy use, enhancing stormwater management on-site, and reducing air pollution and urban heat island effects.

To plant four fruit trees and expand educational gardens, allowing for increased educational opportunities related to growing food and increased access to fresh food for students.

To install raised beds for edible gardens.

To improve the health, well-being, and educational outcomes of over 339 children at the school.

To divert and capture stormwater through increased vegetated areas and permeable surfacing.

To involve the school community in the Living Schoolyard design and implementation.

How Objectives Address the Problem/Need

The Project creates and enhances green space at this OUSD campus, which is in a dense urban environment with legacy environmental justice issues. The Project will remove hardscape surfaces and implement natural elements that provide social, educational, and ecological benefits for the students as well as faculty and staff. Specifically, the Project's objectives address the following problems and needs for the school and neighborhood:

Provide much-needed access to greenspace: The school serves an under-resourced, densely populated, and park-deficient neighborhood. A Living Schoolyard that encourages play and provides access to nature and shaded respite from the dense, hardscape surroundings is therefore essential to the health of children in this community.

Combat heat island effects: The neighborhood's heat vulnerability and lack of tree canopy cover can lead to health problems related to heat exposure. Extensive tree planting will create shade and lower air temperatures, creating a comfortable environment in which to play and learn.

Increased shading also lowers energy use and associated GHG emissions.

Mitigate air pollution: As noted above, the neighborhood suffers a high pollution burden and poor air quality that puts students and families at risk.

The Project's trees and other vegetation will absorb air pollutants, contributing to improved local air quality.

Scope of Work

Approach and Design Methods

The draft concept plan for the MLK Elementary School Living Schoolyard has been developed by TPL and Berkeley design firm PlaceWorks, in consultation with Principal Groves-Waters and OUSD Facilities, Community Schools, Student Services, Buildings and Grounds, and Systems and Services Departments. It has also been informed by the as-built drawings provided by OUSD. The draft concept plan includes elements such as natural play areas, garden space, four outdoor classroom areas, expanded food garden, pollinator garden, and green spaces with trees and native plants to promote children's learning opportunities, positive social interactions, and physical and mental health. Sixty-three trees will be planted to increase tree canopy cover and carbon sequestration. Ten of those newly planted trees will provide cooling shade to south- and west-facing building walls, leading to an energy use reduction from the decreased use of air conditioning and a reduction in related greenhouse gas emissions.

Implementation

Key implementation tasks are the following: 1) Community engagement process, 2) Final concept plan, 3) Design development, 4) Completion of 100% Construction Documents and production of bid package, 5) DSA approval, 6) Bid solicitation and hiring of construction contractor, 7) Project construction, and 8) long-term maintenance and stewardship.

Why Most Effective

Through OUSD's Board Policy on Living Schoolyards (BP 7110.1) and related policies and administrative regulations, the Board seeks to ensure that OUSD's school grounds support and strengthen the District's commitment to children's well-being, environmental resilience, community engagement, and equity. According to the Green Schoolyards for Oakland report (TPL, 2022), Green Schoolyards help close equity gaps in access to healthy, experiential learning environments, improve health and well-being, and help students feel less stressed and more focused.

The Project's approach is most effective because it leverages a longstanding and successful partnership between OUSD and TPL and previous experience implementing Living Schoolyards at other school campuses. The robust community engagement process that includes diverse stakeholders in the design of the Project and ensures their needs are met also makes it extremely effective.

Project Team and Roles

OUSD is the landowner for all campus sites in this application and will oversee the entirety of the project. OUSD has partnered with TPL to create Living Schoolyards Guidelines that outline design principles, materials, and management of outdoor play and learning environments that foster climate resiliency, health, and nature connection. This project will follow these guidelines to ensure best practices. OUSD will manage the maintenance of trees and gardens and direct educational curriculum and programming. Schools within OUSD that have gone through successful implementation of similar Living Schoolyards demonstrate the effectiveness of this partnership.

TPL is working in partnership with OUSD to implement the Project. TPL will provide oversight for the overall project and be responsible for project management, overseeing the community engagement process, and initiating and managing project construction.

Stakeholder Engagement

Stakeholders are students, families, teachers and school staff, neighbors, and representatives of local community organizations. Conversations with families, staff and the principal have helped to inform the design process to this point and will continue to be vital in the implementation phase. In collaboration with TPL, OUSD will continue to meet with interested collaborators to gather input and discuss management of the spaces. Meetings with neighbors, community members, and representatives of local organizations will be convened. During the design and planning phase of this grant, TPL staff will attend teacher meetings to introduce the Project, poll teachers, and select classes for more in-depth student outreach. The entire school community will receive a survey to identify opportunities and constraints. At least one hands-on workshop in which the school community can participate will take place on an evening or weekend date. Students will have the opportunity to participate in the design process through activities with their class or in a workshop. Development of the Living Schoolyard will prioritize collaboration from students, families, staff, and neighbors and ensure there is meaningful participation. Teachers and school administrators will play a particularly important role in outreach through direct engagement with students, families, and community members. A final concept design will be presented to all stakeholders for review and input before construction.

OUSD schools currently host events for school improvement or neighborhood cleanups. These events are well attended and have helped build a strong network of community allies to help ensure the success of Living Schoolyard projects. One facet of community engagement will be a committee that will operate similarly to the steering committee used by OUSD to create the Living Schoolyards Guidelines. This committee consisted of school principals, school community members, students, teachers, and staff from various OUSD departments, such as Health and Wellness, Buildings and Grounds, and the OUSD Garden Council. All schools within OUSD that are committed to building an edible food garden are eligible to have an Environment, Food and Garden (EFG) Champion. These Champions sustain the garden, engage with all stakeholders, and serve as a liaison between the school and Community Programming Team. EFG Champions at MLK Elementary will serve as members of this school's committee and will be instrumental in the edible garden program.

Once construction has begun, a community planting day will occur as well as an opening celebration event. Community engagement will continue to take place during the maintenance period of the grant, with weekly opportunities for students to engage in garden stewardship, including planting, weeding, and watering. TPL and OUSD will also host bi-annual events for the larger community to engage and volunteer in the garden.

Deliverables

Key project deliverables include the following:

A final project design that incorporates student and community input

A fully permitted set of 100% Construction Drawings

Bidding materials to hire a qualified construction firm

Implementation of a living schoolyard

As described above, the final design will be informed by the needs and wishes of the students and school community, as established through future engagement. The living schoolyard implementation at MLK Elementary will result in the removal of 12,448 square feet of asphalt/hard-scape and the creation of green infrastructure that includes the following elements:

50,661 square feet of tree canopy cover at maturity on campus through planting 63 trees, leading to cool outdoor spaces, increased physical activity of students at recess and break times, and reduced energy use and GHG emissions.

1,904 square feet of natural play space, leading to increased physical activity of students at recess and break times and during physical education class.

2,130 square feet of outdoor classroom space, leading to increased experiential learning and increased engagement of students in learning overall.

1,069 square feet of additional educational gardens, leading to student understanding of and connection to how food is grown and student access to fresh, healthy produce.

Tree Information

Tree species have been chosen based on their low water use and being local and native to the area. By planting large trees of 15 gallons or more, the trees will likely survive and provide shade immediately. It has been the experience of OUSD that small sized tree plantings have resulted in trees not surviving, especially those near play areas.

Potential tree and shrub species include:

Alnus rhombifolia, White Alder: 8 individuals; 24" box

Heteromeles arbutifolia, Toyon: 6; 24" box

Hymenosporum flavum, Sweetshade: 9; 24" box

Koelreuteria paniculata, Chinese Flame Tree: 4; 24" box

Laurus nobilis, Sweetbay: 2; 24" box

Lyonothamnus floribundus, Catalina Ironwood: 6; 24" box

Melaleuca quinquenervia, Flaxleaf Paperbark: 4; 24" box

Quercus lobata, Valley Oak: 10; 24" box

Sequoia sempervirens, Redwood: 6; 24" box

Tristania laurina, *Tristania*: 8; 24" box

Malus domestica 'Gilbert Gold', Gilbert Gold Apple: 1; 15 gal

Pyrus communis 'Bartlett', Bartlett pear: 1; 15 gal

Morus nigra, Mulberry Tree: 1; 15 gal

Punica granatum, Pomegranate Tree: 1; 15 gal

Total Project Trees for this Campus

63

Total CAL FIRE Funded Trees for this Campus

63

If you have an existing long-term tree care plan upload here OR describe how you will care for the trees long-term in the text box below. Completing one of these two options is required.

How will you care for the trees in the long-term?

To ensure the long-term survival and health of planted vegetation in this project, best practices will be used to establish and maintain trees and shrubs for five years after installation. During dry seasons, watering will occur either by filling a fifteen-gallon watering bag on a weekly basis, or by subsurface drip irrigation operating through a smart weather-based controller. Both methods employ low volume watering and will reduce runoff and evaporation. Both methods also use slow water release, which increases infiltration and promotes the development of deeper root structures that ensure higher plant resilience. After two or three growing seasons when trees and shrubs are established, watering will be reduced. A three-inch layer of mulch over the entire planted area will reduce soil temperature on hot days, moisture fluctuation, and water lost to evaporation. Mulch will be topped off as necessary.

Pruning of new trees will begin 18 months after planting, allowing for recovery time for each planted tree. A pruning schedule will be developed with the Buildings and Grounds team. For the first two to three years, pruning will focus on developing strong branching structure; on removing dead, damaged, or diseased branches; and on allowing visibility within five feet off the ground for supervision. All trees with canopies over an accessible path of travel will be pruned to an 80-inch clearance above ground. In the following four to five years, annual pruning will focus on dead and damaged branches. Subsequent care will be focused on removing weight and allowing more light through the canopy. Tree grates will not be used, and tree ties for stabilization will be adjusted as trees grow in size and removed when no longer needed.

Timeline

Concept plans for this school are complete and attached. TPL's project managers are effective at managing design and outreach consultant teams with community members, stakeholders, and partners. During the design phase, TPL will establish clear deadlines for delivering key products, such as 100% construction documents that will be completed within 18 to 20 months of the grant being awarded. The bulk of community engagement activities will take place during the first 4 to 5 months and will inform the planning and design of the campus improvements. We are budgeting a 4-month period for full DSA approval after the creation of a bid package, 2 months for bidding and contract award for a construction contractor, and 6 to 7 months for construction of the nature play areas, outdoor classrooms, raised garden beds, and pollinator garden and installation of benches. The maintenance plan covers a period of two years following project construction completion and includes ongoing stewardship by the school community.

Site Images - Provide 5-10 representative site photos and 1 aerial image of each school campus.

MLK Jr. site and aerial photos.pdf

Add Campus?

No

Add Campus?

No

If you have more than 5 campuses, download and complete the Green Schoolyard Additional Campuses (Implementation) form and attach below.

Campus Budgets

Complete the Campus Budget document for EACH campus listed above. Use one tab per campus, add additional tabs if needed.

OUSD Implementation Budget--Updated 11.20.23.xlsx

Project Co-Benefits

What co-benefits will the project have? Check the boxes below for the applicable co-benefits.

Nature-based, hands-on learning opportunities for students, Long-term access to nature and natural shade, Outdoor classrooms and learning opportunities, Improved collaborative play and social development of students, Increased environmental literacy, Food production, Stormwater runoff, Improved water quality, Improved air quality, Improved public health, Community outreach, Wildlife habitat

Describe and/or quantify co-benefits, describe how co-benefits will be achieved. List any additional co-benefits not listed.

This Project converts 12,448 square feet of impermeable surfaces to green spaces and implements a variety of green infrastructure elements at urban, in-need schools. By providing approximately 1,100 students with Living Schoolyards at their campuses, OUSD will break down social and economic barriers and increase equitable access to the benefits of natural spaces.

Nature-based, hands-on learning for students: This project will include the creation of a natural play area at each site. The OUSD Living Schoolyard initiative is part of academic instruction through hands-on outdoor science instruction and social-emotional learning.

Long-term access to nature and natural shade: As noted, these neighborhoods suffer from heat island effects and vulnerability to heat impacts. 36% of OUSD students attend school in a heat island, with temperatures between 1.25 degrees Fahrenheit and 7 degrees Fahrenheit hotter than shaded schools (TPL, 2021, tpl.org/our-work/Oakland-community-schoolyards). Vegetation planted at all schools will create shade, reduce absorption of heat by pavement, and create moisture through transpiration, reducing the heat island effect and providing overall cooling.

OUSD is dedicated to ensuring in the long-term that community residents will have after-hours access to Living Schoolyards. If this occurs, all of these sites will only be open when staff is present to supervise or opened to the community through the Civic Center Process that provides staffing during non-school hours. The design for each Living Schoolyard will allow for future community use during non-school hours without supervision when the City of Oakland and the district identify safe ways to open these spaces.

Outdoor classrooms and learning opportunities: Outdoor classrooms that will serve 20-30 students at a time are incorporated into the design of all sites in this project. Students will learn about sustainable stewardship of natural resources and learn to care for their gardens.

Improved collaborative play and social development of students: This project will provide daily connection to natural green space for children, which can have a lifelong impact on their social and mental well-being. Children's mental health can be improved from having a respite from the hardscape surrounding them. Research indicates that playground greening leads to a lasting positive impact on creative expression, social interaction, and cognitive brain development (Raney, et al., 2019, <https://pubmed.ncbi.nlm.nih.gov/30772148/>).

Increased environmental literacy: The Board of Education has passed a Climate Emergency Action Resolution, which includes Board Policy 6142.5, Environmental and Climate Change Literacy (ECCL), that will support this project. The District has demonstrated an ongoing commitment to environmentally sustainable construction and other initiatives, such as ECCL. This commitment will enhance students' learning of environmental issues and prepare them to be stewards of their natural environment. Teachers throughout OUSD are dedicated to providing environmental instruction and receive ongoing professional development for this endeavor.

Stormwater runoff and improved water quality: The Project's natural elements offer small-scale green infrastructure such as rain gardens and vegetated stormwater catchment areas that will capture rainwater, stormwater, and runoff to help mitigate ponding and flooding. Additionally, the new trees and vegetation onsite will increase the soil's capacity to capture and retain water in the landscape. Removing 18,115 square feet of asphalt/impermeable pavement will reduce stormwater runoff.

Community outreach: Students, families, and the greater community will be directly involved in the design process for schoolyards. Providing input and seeing their visions realized will be rewarding to students, as will recognizing the lasting positive impact of planting trees and using nature-based solutions.

Increased physical activity and improved health of school children: Research indicates green schoolyard renovations lead to immediate positive changes in students' physical activity (Raney, et al., 2021, <https://journals.humankinetics.com/view/journals/jpah/18/5/article-p563.xml>). This project encourages physical activity with tree cover over the play and/or sports areas at all sites. It also increases the vegetated, permeable surfaces at all schools, which will create more shade and lower temperatures on the schoolyards. Planting trees and creating shaded playgrounds provide more opportunities for children to play outside.

Improved Air Quality: Most sites in this project are situated in areas that experience high levels of air pollution. Tree and shrub plantings at all schools will be sited to ensure maximum maturity level to augment absorption of air pollutants and interception of particulate matter.

Wildlife Habitat: This project will install pollinator gardens, which, along with all of the new trees and plants added, will attract and support a variety of beneficial insects, birds, and small mammals. Designs will integrate the native ecologies at each site and will enhance the students' connection to nature and contribute to Oakland's natural environment.

Certifications & Forms

See grant guidelines for additional information on each required item <https://www.fire.ca.gov/what-we-do/grants/urban-and-community-forestry-grants>.

CAL FIRE Environmental Checklist

environmental-checklist-Oakland_Living_Schoolyards_Implementation.pdf

Grants Resolution

Board Reso p1-6.pdf

STD 019 Nondiscrimination Compliance Statement form

Nondiscrimination Compliance Statement OUSD 04272023.pdf

STD 021 Drug-free Workplace Certification form

Drug-Free Workplace Certification OUSD 04272023.pdf

STD 204 Payee Data Record form

CA STD 204 Payee Data Record - OUSD 2023-0815.pdf

Letters of Commitment

TPL letter of commitment_Implementation.pdf

Upload Conceptual Site Plan that illustrates or defines the proposed improvements and identifies existing accessible path of travel elements as described in CBC 11B-202.4. For the items identified provide reference photographs that demonstrate existing accessible features.

Final Concept Plans_AppHreq_OUSD_Updated.pdf

Articles of Incorporation

Certification of Party Responsible for Establishment Care - I certify that we will provide or be responsible for 100% of the maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices and the standards outlined in the grant agreement and/or grant attachments with the CAL FIRE.

[Check here](#)

Statement of Compliance With All Applicable Laws - I certify that we will abide by all applicable federal, state, and local laws, ordinances, regulations and policies in carrying out this State bond-funded project. Failure to do so will lead to cancellation of the grant award.

[Check here](#)

Checklist of Necessary Forms To Be Completed

CAL FIRE Urban Forestry Environmental Checklist, Proof of in-need educational facility status for each campus, 5-10 site photos and 1 aerial image per campus, State of California Non-Discrimination Compliance (STD. 19), State of California Drug-Free Workplace Certification (STD. 21), State of California Payee Data Record (STD. 204), Certified letters of commitment from partners, Conceptual Site Plans, Individual Campus Budgets, Overall Project Budget, Resolution

Explanation of Budget and Costs

Salaries and Wages:

n/a

Employee Benefits:

n/a

Contractual-\$4,706,480.00

Design Team, Including Architect & Certified Arborist: Contractor will be providing design services that can include architectural drawings, design consultations, arborist advice, landscape architect drawings, and other design support regarding the elements, layout, materials, plants, trees, and other items to be used at the school sites.

Planning and Project Management: Contractor will be providing support around planning with the school communities, the district, partners, and supporting implementation of the project by monitoring deadlines, scheduling project work, and adjusting the project timelines as needed.

Geotechnical Report, Inspection & Laboratory Soils Testing: Contractor will provide reports about the current status of each campus, including details about the soil quality, abatement measures needed, repairs required, locations of utilities, etc. in order to prepare the site for work to begin.

Labor Compliance and Construction Inspection: Contractor will provide oversight of the Construction Contractors reporting to ensure labor compliance is met. Contractor will provide special testing and inspection services during construction as required for elements such as concrete

footings and compaction testing.

Ground Penetrating Radar Scan: Contractor will provide reports and guidance about how to adjust designs based on ground scans to identify underground utilities, pipes, roots, or other items that need to be addressed in the design.

Construction Manager: Contractor will provide on-site support to manage day-to-day construction, which could include managing sub-contractors for specific elements such as irrigation, electrical, asphalt, etc.

Asphalt Removal and Demolition: Construction Contractor will remove existing asphalt and old surfacing on the school yards, in order to prepare the site for future construction.

Nature Play Space: Construction Contractor will provide elements and construction for a nature play space, which could include items such as stumps, logs, mulch, engineered wood fiber, trees, irrigation, benches, boulders, plants, and other structures and items for students to use and interact with outdoors.

Outdoor Classroom Space: Construction Contractor will provide elements and construction for an outdoor classroom space, which could include items such as trees, benches, stumps, logs, boulders, canopies, irrigation, outdoor writing surfaces, outdoor storage spaces, seating, and planters.

Educational Gardens: Construction Contractor will provide elements and construction for educational gardens, which could include plants, trees, shrubs, planter beds, educational signage, irrigation, soil, mulch, fertilizer, trellises, fencing, and other items for students to use and interact with outdoors.

Vegetated Areas - Shrubs: Construction Contractor will provide shrubs following OUSD Living Schoolyard guidelines, and will support planting, irrigation installation, signage, and other tasks necessary for the planting and maintenance of new shrubs on the campus.

Vegetated Areas - Trees Only: Construction Contractor will provide trees following OUSD Living Schoolyard guidelines, and will support planting, irrigation installation, signage, and other tasks necessary for the planting and maintenance of new trees on the campus.

Rainwater and Stormwater Capture: Construction Contractor will provide elements and construction for a Rainwater and Stormwater capture system at each campus to assist with irrigation and maintenance of plantings at the site. Actual elements of installation may vary depending on location of roofs, existing gutters/pipes, irrigation, and other structures including rain barrels, rain chains, downspouts, etc.

Picnic Areas: Construction Contractor will provide elements and construction for picnic areas, which could include items including tables, seatings, engineered wood fiber, planters, waste during bins, etc.

Play Fields and Courts: Construction Contractor will provide elements and construction for play fields and courts, which could include repaving playing courts, installing new surfacing, line striping, or reseeding field areas.

Paving Paint: Construction Contractor will provide elements and construction of paint on existing asphalt paved areas with non reflective paint for the purposes of a mural, educational painting, or recreational activity.

Permeable Walking Paths: Construction Contractor will provide elements and construction for permeable walking paths which could include engineered wood fiber mulch, stabilized decomposed granite, or other material approved by Oakland Unified School District.

Site Maintenance (2-3 years per campus): Oakland Unified School District will provide maintenance for each campus after construction completion.
Travel & Per Diem:

N/A

Supplies:

TPL will not purchase any supplies. All supplies will be provided via the General Contractor and the Community Engagement partners.

Equipment:

TPL will not purchase any equipment. All equipment will be provided via the General Contractor.

Outreach/Education-\$100,000.00

OUSD is partnering with Trust for Public Land (TPL) to provide outreach and engagement. TPL and OUSD will be facilitating each schoolyard's greening committee; organizing school students, staff, Buildings and Grounds, the OUSD Garden Council, and faculty to inform design development. Outreach will include community engagement and planning workshops at each of the sites. 5 planning workshop days will take place at each site, lasting 2.5 hours each workshop. Each workshop will include at least 30 participants, including students, teachers and family members.

Four hours at each site will have a school-specific activity like mural planning. Each site will have four hours of planting activities. Outreach engagements will include educational opportunities that focus on water flow, tree canopy effects on heat mitigation, and other relevant environmental topics. Engagements will result in a participatory design that captures the voices of the school community.

Other Costs-\$42,000.00

The Division of State Architect (DSA) will require review of the proposed project given the scale and budget. The DSA Calculator was used to determine projected fees for the project and these fees are calculated based on overall construction costs.

Indirect Costs: 3.1%

Attestation

Full Name

Megan Allegretti

Title

Director of Program Improvement

I hereby attest and certify that the above and attached information is true, accurate, and correct. I have read and understand the CAL FIRE Urban Forestry Green Schoolyards Grant Guidelines for 2022/2023.

[Check here](#)

View Budget Worksheet

<https://portal.ecivis.com/#!/peerBudget/23FD1F4B-9927-4351-82EA-C22A8234B96B>

View Application Goals

<https://portal.ecivis.com/#!/peerGoals/EB26B477-AA4F-44C3-B978-EFC5826F367A>

Profile: megan.allegretti@ousd.org

Applicant Information - Primary Project Contact

Tell us about you.

Linked Applicant
megan.allegretti@ousd.org

First name
Megan

Last name
Allegretti

Email
megan.allegretti@ousd.org

Title

company

Company Website

Phone
4158302117

Fax

Address
1011 Union St.

Address 2

City
Oakland

State
California

Organization Information

Tell us about your organization.

Organization Name
Oakland Unified School District

Organization Type
School District

Employer Identification Number (EIN)
946000385

DUNS

076554500

Authorized Representative

Preston Thomas (Chief Operations Officer)

Business/Finance Representative

Lisa Grant-Dawson (CBO)/ DeCarlos Kaigler (CFO)

Congressional District/Region

12th Congressional District

Address

1011 Union St.

City

County

Zip

94607

Phone

5105792022

Phone Extension

Email

preston.thomas@ousd.org

Applicant Information - Secondary Project Contact

First name

Preston

Last name

Thomas

Phone

5105792022

Address

1011 Union St. Oakland

State

California



Green Schoolyards Budget (Overall)

CAL FIRE

Budget

TOTAL

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Salaries & Wages									
Salaries & Wages Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

Employee Benefits									
Employee Benefits Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

Contractual									
	Design Team, Including Architect & Certified Arborist	Contract	2	\$ 273,491.00	\$546,982.00	\$546,982.00			
	Planning and Project Management	Contract	2	\$ 340,749.00	\$681,498.00	\$681,498.00			
	Geotechnical Report, Inspection & Laboratory Soils Testing	Contract	2	\$ 40,000.00	\$80,000.00	\$80,000.00			
	Labor Compliance and Construction Inspection	Contract	2	\$ 5,000.00	\$10,000.00	\$10,000.00			
	Ground Penetrating Radar Scan	Contract	2	\$ 6,000.00	\$12,000.00	\$12,000.00			
	Construction Manager	Contract	2	\$ 123,500.00	\$247,000.00	\$247,000.00			
	Asphalt Removal and Demolition	Contract	2	\$ 332,000.00	\$664,000.00	\$664,000.00			
	Nature Play Space	Contract	2	\$ 189,000.00	\$378,000.00	\$378,000.00			
	Outdoor Classroom Space	Contract	2	\$ 168,000.00	\$336,000.00	\$336,000.00			
	Educational Gardens	Contract	2	\$ 82,500.00	\$165,000.00	\$165,000.00			
	Vegetated Areas - Shrubs	Contract	2	\$ 317,500.00	\$635,000.00	\$635,000.00			
	Vegetated Areas - Trees Only	Contract	2	\$ 188,000.00	\$376,000.00	\$376,000.00			

	Rainwater and Stormwater Capture	Contract	2	\$	18,000.00	\$36,000.00	\$36,000.00		
	Picnic Areas	Contract	2	\$	59,500.00	\$119,000.00	\$119,000.00		
	Paving Paint	Contract	2	\$	9,000.00	\$18,000.00	\$18,000.00		
	Permeable Walking Paths	Contract	2	\$	111,000.00	\$222,000.00	\$222,000.00		
	Site Maintenance (2-3 years per Contract	Contract	6	\$	30,000.00	\$180,000.00	\$180,000.00		
Contractual Total						\$4,706,480.00	\$4,706,480.00		\$0.00

Travel & Per Diem

	Use Titles to briefly describe	In each rows	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel & Per Diem Total			0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Supplies

	Use Titles to briefly describe	In each rows	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies Total			0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Equipment

	NOTE: Indirect cost rates do	At end of	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Total			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Outreach/Education

	Outreach Consultant	Contract	2	\$	50,000	\$100,000.00	\$100,000.00		\$0.00
Outreach/Education			2		\$50,000.00	\$100,000.00	\$100,000.00		\$0.00

Other Costs

	DSA Permit Fees	Each	2	\$	21,000.00	\$42,000.00	\$42,000.00		\$0.00
Other Costs Total			0		\$0.00	\$42,000.00	\$42,000.00		\$0.00

Indirect Cost

	To be used by CAL FIRE staff	To be used by	2		\$150,302.88	\$150,302.88	\$150,302.88	\$0.00	\$0.00
Indirect Cost Total			0		\$0.00	\$150,302.88	\$150,302.88	\$0.00	\$0.00

Grant Total

Grant Total			0		\$0.00	\$4,998,782.88	\$4,998,782.88		\$0.00
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