

File ID Number	14-0040
Introduction Date	2-12-14
Enactment Number	14-0243
Enactment Date	2-12-14
By	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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

January 29, 2014

To: Board of Education

From: Gary D. Yee, Superintendent
Vernon Hal, Deputy Superintendent, Business & Operations

Subject: District Submitting Grant Agreement

ACTION REQUESTED:

Acceptance by the Board of Education of District Grant Agreement, CRPM-3002 - Facilities Renovation and Repair for Early Childhood Education programming for fiscal years 2013-2016, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD schools for the 2013-2014 through 2015-2016 fiscal years that benefit the Early Childhood Education Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through Board Secretary's Office and will be electronically available within one week of the board meeting through Legistar. Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

File ID.#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
14-0040	Yes	CRPM 3002 Grant	Oakland Unified School District for Early Childhood Education Department	The grant will provide funding for the Early Childhood Education facilities repairs and renovations to the Child Development Center sites Yuk Yau and Jefferson.	07/01/2013-06/30/2016	California Department of Education, Child Development Programs, Project #01-6125-00-3	\$148,799.00 for Fiscal Year 2013-2014

DISCUSSION/FISCAL IMPACT:

The District received a Grant Agreement for continued funding to the Early Childhood Department.

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

OUSD received a completed grant agreement for each program listed in the chart by department.

FISCAL IMPACT:

The total amount of the grant will be provided to OUSD schools for the funders based on earnings from student enrollment.

- Grants valued at: \$148,799.00

RECOMMENDATION:

Acceptance by the Board of Education of District Grant Agreement CRPM-3002 – Facilities Renovation and Repair for Early Childhood Education programming for fiscal years 2013-2016, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS

Grant Face Sheet

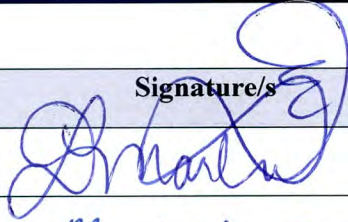

Grant Agreement, CRPM – 3002, Facilities Renovation and Repair
Resolution #1314-0076

OUSD Grants Management Face Sheet


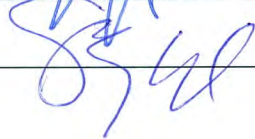
Title of Grant: CRPM-3002 Facilities Renovation and Repair	Funding Cycle Dates: July 1, 2013 - June 30, 2016
Grant's Fiscal Agent: Oakland Unified School District Early Childhood Education 746 Grand Avenue Oakland CA, 94610 510- 273-1616	Grant Amount for Full Funding Cycle: \$148,799.00
Funding Agency: California Department of Education Child Development Division 1430 N Street, Suite 3410 Sacramento, CA 95814	Grant Focus: Child Development Services
List all School(s) or Department(s) to be Served: Yuk Yau and Jefferson Child Development Centers	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Grant Project Number: 01-6125-00-3 will provide necessary repairs for our child development centers to improve the learning environment for our preschool children.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% 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.)	Completion of the designated repairs at Yuk Yau CDC and Jefferson CDC.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, assistance from the OUSD Buildings and Grounds Department to complete the projects.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Lynne Martin Early Childhood Education 746 Grand Avenue Oakland, CA 94610 510- 273-1616 Lynne.Martin@ousd.k12.ca.us

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Lynne Martin		
Department Head	Maria Santos		

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Acting Superintendent	Gary D. Yee		1/27/14

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13-14 thru 15-16

DATE: July 01, 2013

CONTRACT NUMBER: CRPM-3002

PROGRAM TYPE: FACILITIES RENOVATION
AND REPAIR

PROJECT NUMBER: 01-6125-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** OAKLAND UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), or to purchase or replace equipment necessary for the health and safety in accordance with the CHILD CARE AND DEVELOPMENT FUND-PROGRAM REQUIREMENTS FOR FACILITIES RENOVATION AND REPAIR PROJECTS (Exhibit D), the attached APPLICATION (Exhibit C) with any modifications noted, and SERVICE LOCATION(s) (Exhibit B) which by this reference are incorporated herein. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) for State Contracts which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from July 01, 2013 through June 30, 2016. The total amount payable pursuant to this agreement shall not exceed \$148,799.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2013 through June 30, 2014 shall be included in their 2013-14 audit. Expenditures for the period July 1, 2014 through June 30, 2015 shall be included in the 2014-15 audit. Expenditures for the period July 1, 2015 through June 30, 2016 shall be included in the 2015-16 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

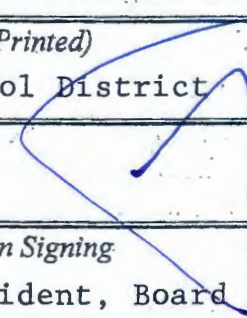
Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING David Kakishida President, Board of Education	
TITLE Contracts, Purchasing & Conference Services		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 148,799	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656 24861-6125	FUND TITLE General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.020. 6110-702-0620	CHAPTER 20	STATUTE 2013
TOTAL AMOUNT ENCUMBERED TO DATE \$ 148,799	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6145 Rev-8590	FISCAL YEAR 2013-2014	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Oakland Unified School District		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> David Kakishiba, President, Board of Education		
<i>Date Executed</i> February 12, 2014	<i>Executed in the County of</i> Alameda	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION

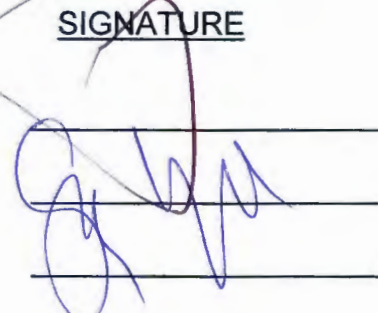
No. 1314-0076

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.

RESOLUTION

BE IT RESOLVED that the Governing Board of Oakland Unified School District

authorizes entering into local agreement number/s CRPM-3002 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>David Kakishiba</u>	<u>President, Board of Education</u>	
<u>Gary Yee</u>	<u>Secretary, Board of Education</u>	

PASSED AND ADOPTED THIS 12th day of February, 2013-14, by the
Governing Board of Oakland Unified School District
of Alameda County, California.

Secretary
I, Gary Yee, Ed.D., Clerk of the Governing Board of
Oakland Unified School District, of Alameda County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.


(Clerk's signature)
Secretary's

2/13/14
(Date)

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

FY 2013-14 Facilities Renovation and Repair Exhibit B

Round 1

Service Location(s)

Applicant	County	Vendor	Site Name
Oakland Unified School District	Alameda	6125	<p>OUSD - Jefferson Child Development Center</p> <p>OUSD - Yuk Yau Child Development Center</p>

Thursday, June 20, 2013

California Department of Education
Child Development Division
March 2013



FY 2013-14 FRR Application

This shaded section is for CDD Use Only					
Notification	County Code	Log Number	Suffix	District Code	School Code
FY 2013-14 FRR	01	130	00	06259	00000000

Exhibit C

Fiscal Year 2013-14 Facilities Renovation and Repair Application

Return to the following address: FY 2013-14 FRR Application Child Development Division 1430 N Street, Suite 3410 Sacramento, CA 95814-5901	Submit one (1) original and three (3) copies of the completed Application by April 12, 2013, at 5 p.m.
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A. California Department of Education Contractor Information

Contractor's Legal Name	Oakland Unified School District
Vendor Number	6125
Headquarters' Mailing Address	1025 -2 nd Avenue
City, State, ZIP Code	Oakland, CA 94606
County Name	Alameda
Mr./Ms./Dr./Supt. or other Title	Dr. Anthony Smith
Executive Officer's Name	John Santoro
Executive Officer's Telephone Number	510-273-1616
Executive Officer's E-mail Address	John.santoro@ousd.k12.ca.us
Contact Person's Name	John Santoro
Contact Person's Telephone Number	510-273-1616
Contact Person's E-mail Address	John.santoro@ousd.k12.ca.us

B. Certification

By submitting this application, the applicant signifies acceptance of responsibility to comply with all applicable state and federal rules and regulations including, but not limited to, Title 22, Community Care Licensing Regulations and Americans with Disabilities Act of 1990. The applicant understands the California Department of Education (CDE) is not obligated to fund any projects until a contract is fully executed and projects have been approved. Further, the applicant understands that expenditures incurred outside the approved contract period of performance will not be reimbursed. The applicant understands a CDE funded program will operate at the facility(ies) benefiting from the use of these funds for at least three consecutive years from the date of contract completion, and the contractor may be billed for any portion of the three years the facility is not in use by a CDE program. The Authorized Official certifies under penalty of perjury that to the best of his/her knowledge, the information contained in this application is correct and complete.

C. Signature of Authorized Official (Use Blue Ink)

Signature		Title	Director, Early Childhood
Printed Name	John Santoro	Date	April 11, 2013

D. Qualifying Contract Types (check all that apply)		
X California State Preschool Program (CSPP)		
X General Child Care and Development (CCTR)		
<input type="checkbox"/> Migrant Child Care and Development (CMIG)		
<input type="checkbox"/> Child Care and Development Services for Children with Exceptional Needs (CHAN)		

E. Maximum Award Amount		
Total Combined Maximum Reimbursable Amount for Qualifying Contract Types	Maximum Award Amount	Select one box only
E1. \$0 to \$999,999	Up to \$20,000	<input type="checkbox"/>
E2. \$1,000,000 to \$2,499,999	Up to \$50,000	<input type="checkbox"/>
E3. \$2,500,000 to \$4,999,999	Up to \$100,000	<input type="checkbox"/>
E4. \$5,000,000 to \$7,499,999	Up to \$150,000	<input type="checkbox"/>
E5. \$7,500,000 to \$9,999,999	Up to \$200,000	<input checked="" type="checkbox"/>
E6. \$10,000,000 and over	Up to \$250,000	<input checked="" type="checkbox"/>

F. Prorated Portion of Total Estimated Costs For Subsidized Enrollment	
Enter Grand Total from Form 5, Column D (shall not exceed Maximum Award Amount in Section E above)	\$150,299.64
This section is for CDD use only: CDD Adjusted Award Amount	\$ 148,799

Form 3
Project Description and Total Estimated Costs

For Instructions: See FY 2013-14 FRR Instructions, Page 12

Site Number 1 of 2

Note: Child Development contractors applying for this funding to accomplish renovations or repairs at more than one site must complete a separate Form 3 for each site. All proposed projects must be listed and justified on Form 4.

Contractor Legal Name	Oakland Unified School District	Vendor Number	6125
Site Name	OUSD - Jefferson Child Development Center		
Site Address	1975 - 40 th Avenue Oakland CA 94601		

Project Type Codes: "A" = ADA; "H" = Health and Safety. In Column A, titled "Project Type," insert **one** of the two codes for each project listed below.

A	B	C	D	E
Project Type (A or H)	Project Description (Describe work to be done to facilities only that serve children directly)	Estimated Cost (Round to nearest dollar)	Percentage of Subsidized Enrollment (See Form 2)	Prorated Portion of Total Estimated Costs
H	Demolish existing fence that is in poor Shape. Install new fence with double Swing gate	\$ 3,455.00	100	\$ 3,455.00
A	Demo and haul off old play structure - old and installation of new structure.	\$9795.00	100	\$9795.00
A	New play structure	\$13721.20	100	\$13721.20
H	Installation play structure padding	\$14602.44	100	\$14602.44
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Contractor's Grand Total of Estimated Costs for all Projects at this Site. (Enter Grand Total on Form 5, Column B)		\$41573.64		\$41573.44
This shaded section is for CDD use only. CDD's Adjusted Amounts		\$ 41573		\$ 41573

This shaded section is for CDD use only.

☒ **APPROVED**

Form 3
Project Description and Total Estimated Costs

For Instructions: See FY 2013-14 FRR Instructions, Page 12

Site Number 2 of 2

Note: Child Development contractors applying for this funding to accomplish renovations or repairs at more than one site must complete a separate Form 3 for each site. All proposed projects must be listed and justified on Form 4.

Contractor Legal Name	Oakland Unified School District	Vendor Number	6125
Site Name	OUSD - YUK YAU CHILD DEVELOPMENT CENTER		
Site Address	291 -10 TH Street Oakland CA 94607		

Project Type Codes: "A" = ADA; "H" = Health and Safety. In Column A, titled "Project Type," insert **one** of the two codes for each project listed below.

A.	B.	C.	D.	E.
Project Type (A or H)	Project Description (Describe work to be done to facilities only that serve children directly)	Estimated Cost (Round to nearest dollar)	Percentage of Subsidized Enrollment (See Form 2)	Prorated Portion of Total Estimated Costs
H	Re-roofing flat roof and siding	\$41459.00	100	\$41459.00
H	Asbestos abatement	\$10000.00	100	\$10000.00
H	Tile Roof	\$43267.00	100	\$43267.00
H	Wood Siding	\$12500.00	100	\$12500.00
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Contractor's Grand Total of Estimated Costs for all Projects at this Site. (Enter Grand Total on Form 5, Column B)		\$107,226.00		\$107,226.00
This shaded section is for CDD use only. CDD's Adjusted Amounts		\$ 107,226		\$ 107,226

This shaded section is for CDD use only.

☒ **APPROVED**

PROGRAM REQUIREMENTS

For

***FACILITIES RENOVATION AND REPAIR
PROJECTS
(CRPM)***

July 1, 2013 – June 30, 2016

**2013–14 through 2015–16
PROGRAM REQUIREMENTS FOR
FACILITIES RENOVATION AND REPAIR PROJECTS**

Facilities Renovation and Repair (FRR) funds must be used to maintain compliance with health and safety requirements established by state licensing regulations and local health and fire departments, to comply with the Americans with Disabilities Act (ADA) of 1990, or to purchase or replace equipment necessary for the health and safety of children enrolled in state-subsidized child care and development programs. These funds must be used for child care facilities serving state-subsidized children only.

The following program requirements are provided to assist the designated legal entity in meeting the legislative intent. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements and *California Code of Regulations, Title 5, Education* (hereinafter, *Title 5 regulations*) pertaining to Child Development programs, in addition to all other applicable laws and regulations. Any variance from these requirements, the applicable *Title 5 regulations*, laws and regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

I. GENERAL PROVISIONS

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in the mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the address change notification to the Internal Revenue Service of the address change.
2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.
3. For proposed site changes for Prekindergarten and Family Literacy Part and Full-Day programs, a request must be submitted to the CDD and shall include:
 - a. The name and address of the current program location;
 - b. The name and address of the proposed program location;
 - c. The site license for the proposed program location.

Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in *Education Code (EC) Section 8238.4(a)(2)*.

The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.

B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

F. Applicability of *Corporations Code*

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the *Corporations Code* including standards of conduct and management of the organization.

G. Conflicts of Interest for Child Care and Development programs

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor.
2. A partner or controlling stockholder or an organization having a financial interest in the contractor.
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (*Corporations Code* sections 310, 5233–5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

H. Unlawful Denial of Services (*Government Code* Section 11135 and *California Code of Regulations, Title 5, Section 4900*)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state

M. Uniform Complaint Procedures (5CCR 4600–4687)

The California *Code of Regulations*, Title 5, Section 4610 authorizes the CDE responsibility over Uniform Complaint Procedures (UCP) and Child Care and Development programs are covered under UCP which includes Alternative Payment, CalWORKs Stage 2 and 3, Exceptional Needs, Family Child Care Homes, General, Migrant, Protective Services, Resource and Referral, School-Age, Severely Handicapped and State Preschool complaints under the UCP procedures. For additional general information on UCP, contact the Categorical Programs Complaint Management Office, California Department of Education, Legal and Audits Branch, 1430 "N" Street, Suite 5408, Sacramento, CA 95814; telephone 916-319-0929, or visit our Web site at <http://www.cde.ca.gov/re/cp/uc>.

II. SUBCONTRACTS

A. Subcontracts Excluded from Requirements of this Section

The following types of relationships are not subject to the requirements contained in Section II:

1. Employment agreements
2. Facility rental or lease agreements
3. Payment arrangements with family child care homes and/or providers
4. Medical or dental service agreements
5. Bookkeeping/auditing agreements, except for Section II.B
6. Food services agreements
7. Janitorial and groundskeeping agreements
8. A subcontract with a public agency
9. Subcontracts with an individual for less than ten thousand dollars (\$10,000), except for Section II.B.

However, no subcontract shall in any way relieve the contractor of any responsibility for performance under this contract.

All subcontracts, rental agreements and other contractual arrangements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

B. Bids for Subcontracts

Private contractors shall obtain at least three (3) bids or estimates for subcontracts that exceed five thousand dollars (\$5,000). The subcontract shall be awarded to the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the private contractor shall:

1. Maintain documents in its records that establish the reasons why three (3) bids or estimates could not be obtained.
2. Maintain documents in its records that establish the reasonableness of the proposed expenditure without three (3) bids or estimates.

C. Prior Child Development Division Approval

Prior to execution of a subcontract and commencement of work, include in their records a proposed line-item budget which shows the costs of the services to be performed. The

9. That the State of California retains title to any equipment or supplies purchased with State funds and that the equipment shall be returned to the contractor upon termination of the subcontract.
10. That the subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.
11. The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in *California Code of Regulations, Title 2, Chapter 5, Section 8107*.

E. Recommended Subcontract Provisions

The following items are suggested for inclusion in subcontracts to protect the interests of the contractor:

1. Funding of the subcontract should be made subject to the appropriation and availability of funds from the State.
2. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
3. The subcontract should provide that the subcontractor, its agents and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
4. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.

F. Audit Requirements for Subcontracts

The audit of the subcontract shall be submitted to the A&I along with the contractor's audit.

III. CONTRACTOR RESPONSIBILITIES

Contractors must use the funding described in the Application for FRR funds pursuant to FY 2013–14. The FRR funds are to be used to accomplish deferred or major maintenance facility projects to bring facilities into compliance with the ADA of 1990 and the *California Code of Regulations, Title 22, Division 12* licensing requirements. All FRR funds must be expended to repair or renovate eligible child care center-based sites where contractors have active State-subsidized child care and development programs with center-based service contracts.

ADA compliance projects are deferred and major maintenance projects that increase accessibility for children with disabilities in CDD programs. All ADA repairs or renovations submitted with this application must comply with the ADA Accessibility Guidelines for Buildings and Facilities which can be found on the ADA and ABA Accessibility Guidelines for Buildings and Facilities Web page

D. Charging of Expenditures

Net reimbursable program costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations. However, the cost of the annual independent audit may be claimed either in the contract period which was the subject of the audit or during the contract period in which the audit is completed.

E. Compliance Audits and Reporting Requirements

1. Private contractors (including proprietary entities) that receive \$500,000 or more in total Federal funds are required to have an Organization-Wide Audit (OWA) performed in accordance with OMB Circular A-133 and the "Audit Guide for Audits of Child Development, Nutrition and Adult Education Programs" (Audit Guide) prepared by CDE's Audits and Investigations Division (AID). Governmental and other public contractors (excluding school districts, county office of education and community college districts) must comply with the requirements of OMB Circular A-133 and CDE's "Audit Guide." All other contractors (excluding school districts, county offices or education and community colleges) must submit a contractor audit performed in accordance with the CDE's "Audit Guide."
2. These are one-time-only funds and expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on CDFS 9529 CRPM form with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. The Report of Expenditures CDFS 9529 CRPM form is available online at:
<http://www.cde.ca.gov/fq/aa/cd/index.asp>

Send the completed Report of Expenditures CDFS 9529 CRPM form to your assigned Fiscal Analyst at:

California Department of Education
Child Development Fiscal Services
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

3. In addition to the CDFS 9529 CRPM form, the contractor shall provide actual costs on the Fiscal Year 2013-14 Facilities Renovation and Repair Summary of Actual Costs Performance Period from July 1, 2013 to June 30, 2016 (CRPM 2xxx Summary) form. The CRPM 2xxx Summary form shall be submitted to the CDD in May 2016.

The CDE contractor understands the CDE is not obligated to fund any projects until a contract is fully executed and projects have been approved. Further, the CDE contractor understands that expenditures incurred outside the approved contract period of performance will not be reimbursed. The CDE contractor understands a CDE funded program will operate at the facility(ies) benefiting from the use of these funds for **at least three (3) consecutive years from the date of contract completion**, and the CDE contractor may be billed for any portion of the three (3) years the facility is not in use by a CDE program.

If the CDE contractor is notified to vacate the site where the funding was expended within three (3) years from the date of contract completion, the CDE contractor must provide written notification to the CDD of this condition within fourteen (14) calendar days of the property owner's notice to the CDE contractor.