

File ID Number	12-0993
Introduction Date	4/25/12
Enactment Number	12-1057
Enactment Date	4-25-12
By	



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

April 25, 2012

To: Board of Education

From: Tony Smith, Superintendent
Vernon Hal, Deputy Superintendent, Business & Operations
John Santoro, Director, Early Childhood Education

Subject: **District Grant Award Amendment No. 2 – Preschool Program – FY 2011-2012**

ACTION REQUESTED:

Adoption by the Board of Education of Resolution No. 1112-0222 - Approving - Conditional - Amendment No. 2, Contract No. CSPP-1018, California State Preschool Program, between District and the California Department of Education, reducing by \$480,000.00, from \$13,608,027.00 to \$13,128,027.00, the Maximum Reimbursable Amount (MRA) payable to District, pursuant to the terms and conditions of the Agreement, for the period of July 1, 2011 through June 30, 2012.

BACKGROUND:

Grant Award Amendment No. 2 for the District's FY 2011-12 Preschool Program is submitted for review and approval by the Board of Education. The full packet of information is available in the Board of Education Legislative Information Center under the file ID Number stated at the top of this page

File ID#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount (Reduction)
12-0993	Yes	CSPP 1018 Grant	Oakland Unified School District for Early Childhood Education Department	This is an amendment to reflect the mid-year 3.5% reduction to the California State Preschool Program for Fund FY 2011-12.	7/1/11-6/30/12	California Department of Education	\$13,608,027.00 - \$480,000.00 \$13,128,027.00

DISCUSSION/FISCAL IMPACT:

The District received a Grant amendment agreement, for the CSPP Contract for FY 2011-12, to reflect the mid-year 3.5% reduction to the California State Preschool Program. The Maximum Reimbursable Amount (MRA), for District, is reduced by \$480,000.00, from \$13,608,027.00 to \$13,128,027.00.

RECOMMENDATION:

Adoption by the Board of Education of Resolution No. 1112-0222 - Approving - Conditional - Amendment No. 2, Contract No. CSPP-1018, California State Preschool Program, between District and the California Department of Education, reducing by \$480,000.00, from \$13,608,027.00 to \$13,128,027.00, the Maximum Reimbursable Amount (MRA) payable to District, pursuant to the terms and conditions of the Agreement, for the period of July 1, 2011 through June 30, 2012.

ATTACHMENTS:

Amendment No. 2, Grant Face Sheet

Grant Award Amendment No. 2, Conditional Local Agreement for Preschool Programs Services – Reduction, Preschool Program

Grant Award Amendment No. 1

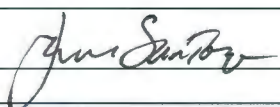
Original Grant Award

OUSD Grants Management Face Sheet

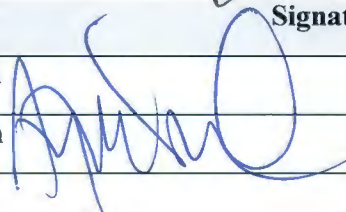
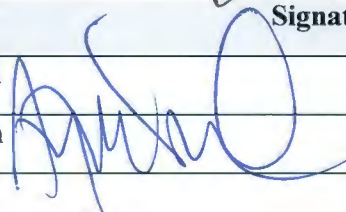
Title of Grant: CSPP-1018	Funding Cycle Dates: July 2011-June 2012
Grant's Fiscal Agent: OUSD/ECE 495 Jones Ave, Oakland, CA 94603 639-3340	Grant Amount for Full Funding Cycle: July 2011-June 2012
Funding Agency: State of California	Grant Focus: Child Development
List all School(s) or Department(s) to be Served: Child development classrooms including school age programs.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant supports the child development centers as well as the half and full day preschoolers.
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.)	The Annual Agency plan will determine the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, it funds many of our Early Childhood staff.
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 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Indirect costs are a part of the budget for this grant.
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.)	John Santoro 495 Jones Ave Oakland 639-3340

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			
Department Head	John Santoro		03/19/2012

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		

RESOLUTION

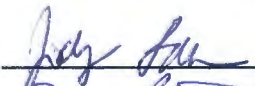
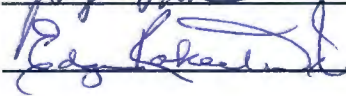



No. 1112-0222

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 2011/12.

RESOLUTION

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

authorizes entering into local agreement number/s CSPP-1018 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>Jody London</u>	<u>President, Board of Education</u>	
<u>Edgar Rakestraw, Jr.</u>	<u>Secretary, Board of Education</u>	
		

PASSED AND ADOPTED THIS 25th day of April, 2012, by the

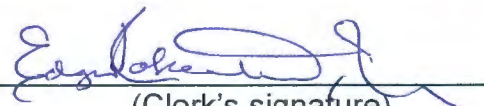
Governing Board of Oakland Unified School District

of Alameda County, California.

I, Edgar Rakestraw, Jr., **Secretary** ~~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)

4/26/12
(Date)



CALIFORNIA DEPARTMENT OF EDUCATION
 1430 N Street
 Sacramento, CA 95814-5901

CONDITIONAL
F.Y. 11-12

Amendment 02

DATE: January 25, 2012

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
 Reduction

CONTRACT NUMBER: CSPP-1018
 PROGRAM TYPE: CALIFORNIA STATE
 PRESCHOOL PROGRAM
 PROJECT NUMBER: 01-6125-00-1

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CSPP-1018, Amendment #01 (AB 114 RESTORATION / FT&C CHANGE) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$13,608,027.00 and inserting \$13,128,027.00 in place thereof.

The period of performance for this contract is July 01, 2011 through June 30, 2012. (No change)

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$40.49. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 336,084.0 and inserting 324,229.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 244. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

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 Lony London President, Board of Education	
TITLE Contracts, Purchasing & Conference Services		ADDRESS Edgar Rakestraw, Jr., Secretary Board of Education	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -480,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 13,608,027	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 13,128,027	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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 See Attached		DATE	

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-1018

Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 2,394,100	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,394,100	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 1,317,929	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,317,929	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -127,906	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 2,637,001	(OPTIONAL USE)0656 23038-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,509,095	ITEM 30.10.010. 6110-196-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -344,456	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 7,101,523	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,757,067	ITEM 30.10.020.001 6110-194-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -7,638	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 157,474	(OPTIONAL USE)0656 24818-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 149,836	ITEM 30.10.010. 6110-196-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

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	



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11-12

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
AB 114 RESTORATION / FT&C CHANGE

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1018

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 01-6125-00-1

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CSPP-1018 and , shall be amended in the following particulars but no others:

The 2011-12 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2011-12 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$13,217,191.00 and inserting \$13,608,027.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$40.49. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 326,431.0 and inserting 36,084.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 244. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

File ID Number: 11-2925
Introduction Date: 11-7-11
Enactment Number: 11-2928
Enactment Date: 11-16-11
By: [Signature]

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines for Margie Burke and Jody London, and a detailed expenditure table with columns for PROGRAM/CATEGORY, FUND TITLE, ITEM, CHAPTER, STATUTE, FISCAL YEAR, and OBJECT OF EXPENDITURE.

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-1018

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 2,394,100	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,394,100	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 1,317,929	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,317,929	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 74,585	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 2,562,416	(OPTIONAL USE)0656 23038-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,637,001	ITEM 30.10.010. 6110-196-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 311,797	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 6,789,726	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 7,101,523	ITEM 30.10.020.001 6110-194-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,454	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 153,020	(OPTIONAL USE)0656 24818-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 157,474	ITEM 30.10.010. 6110-196-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1018

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 01-6125-00-1

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 provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

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.

The period of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.49 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$13,217,191.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 326,431.0

Minimum Days of Operation (MDO) Requirement 244

Any provision of this contract found to be in violation of Federal and 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

TITLE Contracts, Purchasing & Conference Services

ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 13,217,191

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$ 0

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 13,217,191

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

FUND TITLE

(OPTIONAL USE)

See Attached

ITEM

See Attached

CHAPTER

STATUTE

FISCAL YEAR

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

Department of General Services use only

1025 2nd Ave Oakland, CA 94608

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: 7/1/2011

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-1018

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,394,100	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,394,100	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,317,929	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,317,929	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,562,416	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,562,416	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,789,726	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,789,726	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 153,020	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 24818-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 153,020	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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 <i>Janet Leach</i>	DATE 3/26/12	2012

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.



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Attention: EXECUTIVE DIRECTORS, CHILD DEVELOPMENT PROGRAMS

Subject: 2011-12 CHILD DEVELOPMENT CONTRACT

DO NOT REMOVE ANY PAGES STAPLED TO THE CONTRACT FACESHEET

1. X Submitted for your approval are two (2) copies of the 2011-2012 contract. **The person signing this contract must be the Executive Director, Superintendent, or authorized designee.** If the authorized designee signs, please submit appropriate delegation to sign. **Please sign both copies, insert the title of the person signing and the current mailing address in the Contractor's signature box, and RETURN BOTH COPIES** of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

THE 2011-2012 FUNDING TERMS AND CONDITIONS (FT&C's) are available on the Internet at: <http://www.cde.ca.gov/fq/aa/cd/>.

2. ___ CCC-307, Contractor Certification Clauses
3. ___ Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body, which approves the contract and names the official who is authorized to sign it on their behalf (a sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Dawn Simpson at 916-445-6826 or by e-mail at dsimpson@cde.ca.gov.
4. ___ Other: **PLEASE COMPLETE ITEM 3.B, ENTITLED, "PLACE OF PERFORMANCE," SIGN AND RETURN THE ENCLOSED Federal Certification Form [CO.8 (Rev. 5/07)]** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.

Sincerely,

Doris Morris, Staff Services Manager I
Contracts, Purchasing and Conference Services
916-322-3050

DM:ds

PLEASE RETURN ALL COPIES TO:
California Department of Education
**ATTENTION: Contracts, Purchasing
and Conference Services**
1430 N Street, Suite 2213
Sacramento, CA 95814-5901