

File ID Number	13-2775
Introduction Date	Jan 15, 2014
Enactment Number	
Enactment Date	
By	



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMO

TO Board of Education

FROM Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity in Action *M Santos*
Vernon Hal, Deputy Superintendent, Business & Operations
Lynne Martin, Director, Early Childhood Education

BOARD MEETING DATE January 8, 2014

SUBJECT **AUTHORIZATION TO SUBCONTRACT WITH CAPE Inc., A PORTION OF THE DISTRICT'S FISCAL YEAR 2013-14 CHILD DEVELOPMENT FUNDING AND APPROVAL OF SUBCONTRACT AGREEMENT**

ACTION REQUESTED Approval of Resolution No. 1314-0066 authorizing the District to subcontract CAPE Inc. a portion of the District's FY 2013-14 Child Development Funds and Approval of the Subcontract.

BACKGROUND The District has under earned the State grant for several reasons, including, 1) the District has demolished several centers (Yuk Yau Annex and Centro Annex) which the District is in the process of replacing, 2) portions of the Stonehurst Center are currently unusable, and State regulations authorize the District to subcontract with other entities that are recipients of State early childhood education funds. The District has identified CAPE Inc., (Community Association for Preschool Education), as qualified subcontractor. The District seeks to subcontract an amount, not to exceed \$165,000.00 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014 to CAPE Inc. In addition, State regulations authorize the District, as the administrator of the Subcontracts to recover from CAPE Inc. an administrative contract management fee which will be approximately 7.5% of the subcontract amount.

DISCUSSION Although the District has under earned its State child development contract for five consecutive years, approval of Resolution authorizing the District to subcontract with CAPE Inc. a portion of the District's FY 2013-14 child development funds and approval of the Subcontracts with CAPE Inc. will help to protect the District's State Funding from reductions in future years.

RECOMMENDATION Approval of Resolution No. 1314-0066 authorizing the District to Subcontract with CAPE Inc. a portion of the District's FY 2013-14 Child Development Funds and Approval of the Subcontract.

FISCAL IMPACT Child Development Fiscal Year 2013-14 Grant will be reduced due to under earnings an amount not to exceed \$165,000.00. The District will earn an administrative fee for the subcontract of approximately \$12,375.00.

ATTACHMENTS Resolution
Subcontract with CAPE Inc.
Copy of Legislative File #13-1837, CSPP-3019 General Child Care Grant

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1314-0066**

RESOLUTION AUTHORIZING SUBCONTRACTING TO CAPE, INC., A PRIVATE, NOT-FOR-PROFIT CHILD DEVELOPMENT AGENCY A PORTION OF THE OAKLAND UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2013-14 CHILD DEVELOPMENT FUNDING

WHEREAS, Oakland Unified School District ('the District') is under earning its State child development contract for the 2013-14 fiscal year; and

WHEREAS, the 2013-14 fiscal year is the fifth fiscal year of under earning of the contract; and

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo and Centro Annex) which were deemed unusable and which the District is in the process of replacing, 2) portions of the Stonehurst Center are currently under construction; and

WHEREAS, subcontracting a portion of the District's State contract funding is authorized and permissible under State regulations; and

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program; and

WHEREAS, absent subcontracting, the unearned amounts due to closed centers would not be earned; and

WHEREAS, subcontracting will not result in a reduction in children served or staff employed by the District to serve children in the ECE program; and

WHEREAS, the District has identified CAPE Inc., a nonprofit public benefit corporation, with locations throughout Alameda County as a qualified subcontractors; and

WHEREAS, CAPE Inc. Have children outside of the attendance areas of the District, but within Alameda County which may be served under the District's contract; and

WHEREAS, CAPE Inc. has many years of experience in providing quality and comprehensive child care and education, have experience in administering subcontracts from Local Education Agencies, such as the District, and have no audit, performance or fiscal exceptions that would make them ineligible; and

WHEREAS, the District's ECE program, as the subcontracting entity, may recover from CAPE a fifteen percent (15%) administrative contract management fee; and

WHEREAS, CAPE Inc. has the facility capacity to earn the funds the District will subcontract; and

Resolution No. 1314-0066

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that CAPE Inc. comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$165,000 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014 to CAPE Inc.; and

BE IT FURTHER RESOLVED that the Board of Education of the Oakland Unified School District Authorizes the District, subject to the requirement that the CAPE Inc. comply with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$500,000 of the District's State funding for Child Development Centers for the period of July 1, 2013 to June 30, 2014 to the CAPE Inc.

PASSED BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSTAINED :

ABSENT:

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held on January 15, 2014.

Gary Yee, Ed.D., Secretary
Board of Education

Subcontract
Between
The Oakland Unified School District
And
CAPE Inc.

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and CAPE Inc. of 3095 Independence Drive, Suite A, Livermore Ca. with its main offices in Livermore, California. CAPE Inc. offers comprehensive child care and development programs in Livermore, Dublin and Pleasanton for infants, toddlers and preschoolers.

RECITALS

WHEREAS, the Board of Education of the District on January 9, 2013 in Board Enactments 13-0073 accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2013-14 fiscal year; and

WHEREAS, the District is anticipating under earning its State Child Development contract for the 2013-14 fiscal year;

WHEREAS, the 2013-14 fiscal year is the sixth fiscal year of under earning of the contract;

WHEREAS, the District has under earned the State contract for several reasons, including, but not limited to: 1) the District has demolished several centers (Yuk Yau Annex, Arroyo and Centro Annex, Stonehurst Centers) which were deemed unusable and which the District is in the process of replacing.

WHEREAS, subcontracting a portion of the District's State contract is authorized and permissible under State regulations;

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program, including opening of Stonehurst and Arroyo Child Development Centers in 2013-14.

WHEREAS, the District has identified CAPE Inc as a qualified subcontractor;

WHEREAS, CAPE Inc has many years of experience in providing quality and comprehensive child care and early childhood education, has experience in administering subcontracts with Local Education Agencies, such as the District, and has no audit, performance or fiscal exceptions that would make it ineligible to subcontract with the District;

WHEREAS, under State regulations, the District's ECE program, as the subcontracting entity responsible for managing and administering the subcontract with CAPE Inc. may recover from CAPE Inc. a 7.5% percent (7.5%) administrative contract management fee; and

WHEREAS, CAPE Inc. has the facility capacity to earn the funds the District will subcontract;

RESOLVED, that the District and CAPE Inc. agree to enter into this Subcontract and agree to the following terms and conditions:

1. **Term:** This Subcontract shall become effective on the date approved by the Board of Education of the District and shall expire on July 1, 2014.
2. **Subcontract Amount:** The District hereby agrees to subcontract an amount, not to exceed \$165,000 of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2014.
3. **Subcontract Management and Administration Fee:** CAPE Inc. agrees that the District will withhold a management and administration fee of 7.5% to cover the expenses incurred by the District in managing and administering the Subcontract. Said fee shall be deducted from the gross amount due to CAPE Inc. each month based on the invoice and this agreement.
4. **Incorporation by Reference of Terms and Conditions:** The (a) Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2013-14 including as they may be subsequently amended by the State and (b) the federal certifications and the standard provisions for State contracts that are attached to the FY 2013-14 terms and conditions, are incorporated by reference herein and apply without change or modification to this Subcontract.
5. **Identification of Specific Requirements:** (a) CAPE Inc. make available to OUSD following documentation for each child claimed: 1) Current NOA for FY2013-14; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.
6. **Reporting Requirements:** (a) CAPE Inc. will submit 801A family file data online to the California Department of Education, Child Development Division no later than the 10th of every month for the service period of the previous month; (b) CAPE Inc. will submit 801B data to the California Department of Education, Child Development Division by the mandated deadline each month.

7. Payment Process Required Documentation: (a) All monthly attendance accounting documentation must be submitted by contract type and match (exactly) the 801A file that is submitted by the agency to the Child Development Division; (b) All claims must be supported by (exactly) the 9400 report; (c) CAPE Inc. must submit the CDFS 8501 HR (for CSPP) and CDFS 9500 HR report of attendance and expenditures to OUSD as required; (d) all monthly attendance and fiscal reports, plus invoice must be submitted to the Oakland Schools by the 10th day of every month for the reporting period ending of the previous month.

8. Notice: All final claims and invoices must be submitted no later than July 10, 2014. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent electronically to the other party at the address set forth below.

The District

Oakland Unified School District
Early Childhood Education Programs
746 Grand Avenue
Oakland, CA
94610
Attn: Lynne Martin, Director

CAPE Inc.

CAPE Inc.
3095 Independence Drive, Suite A
Livermore, CA 94551
Attn: Rosemary Almand

9 Insurance

Workers Compensation Insurance: CAPE Inc. shall procure and maintain at all times during the term of this Subcontract, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws, when applicable. Employers' Liability shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

General Liability Insurance: CAPE Inc. shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the District and shall name the District as an additional insured.

Evidence of insurance must be attached. Inclusion of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against CAPE Inc. The policy shall protect CAPE Inc. and the District in the same manner as though each were separately issued.

10 Indemnification: CAPE Inc. agrees to hold harmless, indemnify, and defend the District and its Board of Education, officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Subcontract. CAPE Inc. also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CAPE Inc. in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.

11 Assignment: The obligations of CAPE Inc., under this Subcontract shall not be assigned by CAPE Inc. without the express prior written consent of the District.

12 Waiver: No delay or omission by either party in exercising any right under this Subcontract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Subcontract.

13 Termination: the District may at any time terminate this Subcontract upon 90 day written notice to CAPE Inc.. In addition, the District may terminate this Subcontract for cause should CAPE Inc. fail to perform any part of this Subcontract. In the event that the State Department of Education determines the need to reduce funding levels for OUSD contracts, OUSD maintains the Right to reduce the amount of the subcontract or terminate the subcontract agreement within 90 days provided a written notice.

14 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CAPE Inc. services under this Subcontract and CAPE Inc. certifies its compliance with these provisions as follows: ("CAPE Inc. certifies that CAPE Inc. has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CAPE Inc. employees, subcontractors, agents, and subcontractors' employees or agents employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the CAPE Inc., who may have contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California

Department of Education determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CAPE Inc. further certifies that it has received and reviewed fingerprint results for each of its Employees and has requested and reviewed subsequent arrest records for all providing services and this Subcontract.

15 No Rights in Third Parties: This Subcontract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

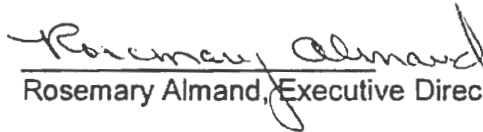
16 Litigation: This Subcontract shall be governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Subcontract. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

17 Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Subcontract until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CAPE Inc. absent formal approval. This Subcontract shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

18 Integration/Entire Subcontract of Parties: Except as expressly provided in this Subcontract, all other *FY 2013-14 terms and conditions* shall remain unchanged and in full force and effect as originally stated. The Subcontract constitutes the entire understanding and agreement between the Parties in connection with the subject matter of this Subcontract. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement may not be altered, modified or otherwise changed in any respect except in a writing

19 Incorporation of Recitals and Exhibits. The Recitals and each attachment hereto are hereby incorporated herein by reference.

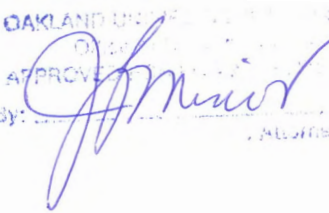
CAPE Inc.


Rosemary Almand, Executive Director

The Oakland Unified School District

Dr. Gary Yee
Acting Superintendent and Secretary, Board of Education


David Kakishiba
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Date: _____
APPROVED
By:  _____
Title: _____

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.


signed by each party.

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CAPE Inc. *Community Association for Preschool Education*

- Home
- About Us
- Annual Report 2011-12
- Center Information
- Parents Handbook
- Calendar
- Employment Opportunities
- Contact Us
- Community Links
- Donation
- Webmail



VISION

CAPE, Inc. primary focus is providing the best quality Early Childhood Development services that meet the needs of low-income children and their families.

VALUES

- Achieve Excellence
- Value and Promote Diversity
- Respect Individuals
- Embrace Relationships
- Develop Partnerships
- Promote Learning
- Accountability
- Inclusion
- Being the Role Model

MISSION


CAPE, Inc. will provide the highest quality program for young children and their families in Eastern Alameda County

CAPE, Inc. program will enhance the children and families' development of social competencies and school readiness.

CAPE, Inc. will incorporate best practices in education, health, nutrition, parent involvement, mental, health and disability services.

ENROLLMENT


Download an [Enrollment Form](#)



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ABOUT US

In 1962, three years before the National *Head Start* Program was conceived, local nursery school teachers and community leaders started the *Nursery School Scholarship Fund* (NSSF) to pay the tuition of children from low-income families, allowing them to attend local, private preschools. CAPE originated from that organization. In 1965, CAPE, Inc. received a federal grant to provide *Head Start* programs in the Tri-Valley area. CAPE, Inc. now serves over 200 children and families at eight different sites in Livermore, Pleasanton, and Dublin.

CAPE, Inc. Serves:

- Low-income
- Children 0-5 years of age
- Pregnant women
- Children with special needs

CAPE's Early Childhood Development Program options include:

- Full-day childcare
- Extended Preschool
- Part Day Preschool
- Part Day Preschool
- Program Partnership Programs:
 - Horizon High School
 - Kinderkirk Preschool

CAPE's Comprehensive Services include:

- Health n' Nutrition Services
- Disability Services
- Family Advocacy
- Parent Involvement

For more information about eligibility and the services provided to families in the Livermore, Pleasanton and Dublin area, or for an application, contact CAPE, Inc. Enrollment Office at 925/443-3434 ext. 108

CAPE, Inc. has an open enrollment year round. [Contact Us](#)

File ID Number	13-1837
Introduction Date	8/28/13
Enactment Number	13-1776
Enactment Date	8-28-13
By	



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

August 28, 2013

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 for Early Childhood Education programming for fiscal year 2013-2014, pursuant to the terms and conditions thereof, if any.

BACKGROUND:

Grant agreements for OUSD schools for the 2013-2014 fiscal year 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 the 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 I.D.#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
13-1837	Yes	CSPP Grant	Oakland Unified School District for Early Childhood Education Department	To provide funding for the Preschool Program under the General Child Care Grant, CSPP-3019, FY 13-14	7/1/13-6/30/14	California Department of Education	\$10,241,810.00

DISCUSSION:

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

- Review scope of work outlined by each grant agreement 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 cart 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: \$10,241,810.00

RECOMMENDATION:

Acceptance by the Board of Education of District grant agreement for Early Childhood Education programming for fiscal year 2013-2014, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS


CSPP-3019, FY 2013-14

OUSD Grants Management Face Sheet

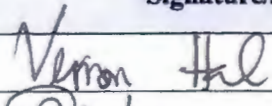
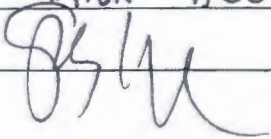
Title of Grant: California State Preschool Program CSPP-3019	Funding Cycle Dates: July 1, 2013—June 30, 2014
Grant's Fiscal Agent: Oakland Unified School District 746 Grand Avenue Oakland CA, 94610 (510) 273-1616	Grant Amount for Full Funding Cycle: \$10,241,810.00
Funding Agency: California Department of Education	Grant Focus: Child Development Services
List all School(s) or Department(s) to be Served: All Child Development classrooms.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant supports all of the child development centers and the State Preschool classrooms.
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 the majority 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 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes. 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 746 Grand Avenue Oakland, CA 94610 (510) 273-1616 john.santoro@ousd.k12.ca.us

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal			
Department Head	John Santoro		7/30/2013

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		8/8/13
Acting Superintendent	Gary Yee		8/8/13

RESOLUTION

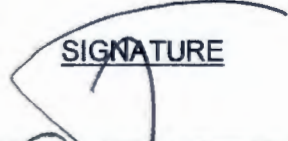
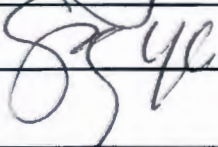
No. 1314-0011

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 CSPP-3019, California State Preschool Program 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 28th day of August, 2013, by the

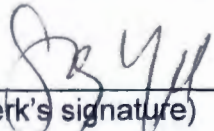
Governing Board of Oakland Unified School District

of Alameda County, California.

I, Gary Yee, 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)

8/29/13

(Date)



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

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3019

PROGRAM TYPE: CALIFORNIA STATE
 PRESCHOOL PROGRAM

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 provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) 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, 2013 through June 30, 2014. 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 \$10,241,810.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 252,947.0

Minimum Days of Operation (MDO) Requirement 243

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 David Kakishiba			
TITLE Contracts, Purchasing & Conference Services		ADDRESS President, Board of Education			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,241,810 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 10,241,810	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				
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			

Department of General Services
 use only

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3019

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,191,979	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 \$ 1,191,979	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 656,407	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15138-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 656,407	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,617,142	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 \$ 6,617,142	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,776,282	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 \$ 1,776,282	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	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

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2013

2013–14 Child Care and Development Contracts

REQUIRED ATTACHMENT CHECK LIST

A complete contract package will consist of the items identified below.

Complete this checklist to confirm the items in your contract package. Place a check mark or "X" next to each item that you are submitting to the State. For your contract package to be complete, all required attachments/documents listed below must be submitted and included with your contract package. This checklist should also be returned with your contract package.

Attachment Name/Description

- Two (2) Original Signed Child Care Contracts
(including all applicable attachments)
- Contractor Certification Clauses (CCC-307)
- Federal Certification CO.8 (Rev. 5/07), if applicable
- Resolution (if applicable)



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Attention: EXECUTIVE DIRECTORS, CHILD DEVELOPMENT PROGRAMS
Subject: 2013-14 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 2013-2014 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 2013-2014 FUNDING TERMS AND CONDITIONS (FT&C's) are available on the Internet at: <http://www.cde.ca.gov/fg/aa/cd/>.
2. X 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 1802
Sacramento, CA 95814-5901



CALIFORNIA
DEPARTMENT OF
EDUCATION

CSPP-3019

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Date: June 1, 2013

Dear Executive Directors, Child Development Programs:

Subject: 2013-14 CHILD DEVELOPMENT CONTRACTS

Please find attached a summary of the Funding Terms and Conditions (FT&Cs) changes for Fiscal Year 2013-14 (FY) (Attachment A) and a list of contract types and prefixes for the Child Care and Development (CCD) contracts.

By July 1, 2013, the 2013-14 FT&Cs will be available on the Internet at <http://www.cde.ca.gov/fg/aa/cd>, which can be downloaded and printed for your files. The prior year 2012-13 FT&Cs will remain on the Web site for your convenience. In addition, the program requirements for the Quality (one-time only/support) programs will also be posted on the Web site. However, if you do not have Internet capabilities, you may request a hard copy by contacting your assigned contract analyst. The Contract Analyst Directory is also available at the California Department of Education (CDE) Web site listed above.

The 2013-14 funding term and condition changes include the TrustLine regulations (California *Health and Safety Code*, Section 1596.66) which were effective in January 2013 and the requirements for enrolling children in California State Preschool Program pursuant to Statutes of 2012, SB 1016, Chapter 38. As a result, there are new definitions added and/or revised in the Definition section of the FT&Cs. Additionally, the center-based program contracts have a "Site Listing" attached to the contract. The purpose of this listing is to ensure and identify in the contract the correct site locations, including both the name and address of sites where the CDE subsidized children are being served. The site listing information was pulled from the CDE Child Development Management Information System (CDMIS) which was identified as the most current site information the CDE have on file for the contractors. If the information on the "Site Listing" does not reflect the correct information, please update this information in the CDMIS as soon as possible. Please do not write on the "Site Listing" attached to the 2013-14 Contract(s).

The CDE encourages you to read all the terms of the contract including the General Terms and Conditions (GTC-610/GIA-610 and CCC-307). It is necessary that you return

June 1, 2013

Page 2

the CCC-307 with your signed contract because the CDE will be unable to process the contract without the signed CCC-307 and/or the Federal Certification (CO-8) if applicable. **Please sign and return your contract(s) and all appropriate documents to the CDE Contracts, Purchasing and Conference Services Office (CPCSO),** as soon as possible, to ensure timely receipt of your first apportionment. Public agencies needing a resolution may forward their contracts, prior to formal board action (local policies permitting), if a letter is included indicating when the board will meet and that the required resolution will be forwarded to the CPCSO at that time.

If you have any questions regarding the changes, please contact Doris Morris, Manager, Child Development Contracts and Purchasing, at 916-323-5591 or by e-mail at dmorris@cde.ca.gov; or Margie Burke, Manager, CPCSO at 916-322-7076 or by e-mail at mburke@cde.ca.gov. If you have questions regarding the status of your contract, please call the appropriate contract analyst.

Sincerely,



Sharon Taylor, Director
Personnel Services Division

ST:dm
Attachments

2013–14 FT&Cs Summary of Changes

Any changes as a result of the enactment of the Budget will be incorporated into the amendments for 2013–14.

Revisions below are in addition to changes made with the 2012–13 amendments which are incorporated for all contract types. Please note that the page numbers cited below are based on the Center-Based program FT&Cs; therefore, the page numbers may be off by a few pages for the other program types.

All Child Care Programs

- Updated fiscal year dates throughout the document
- Corrected grammar and format issues where needed throughout the document
- Updated audit timelines to reflect audit due dates for 2013–14 under the Accounting and Reporting Requirements Section (p. 43).
- Revised definition "Additional Funds" to comply with CDE's new award of funding regulations effective June 12, 2012 (p.2).
- Updated the definition of "CSPP eligible four-year old" to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8208 (aj) (p.7).
- Updated the definition of "CSPP eligible three year-old" to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8208 (ai) (p.7).
- Added the definition "immediate need" to comply with new TrustLine regulation 5CCR 18078 effective January 23, 2013 (p.9).
- Revised definition "New Contract" to comply with CDE's new award of funding regulations effective June 12, 2012 (p.10).
- Added the definition "provisional provider" to comply with new TrustLine regulations, 5CCR 18078 effective January 23, 2013 (p.12).
- Revised General Provisions Section "Eligibility for Funding" to comply with CDE's award of funding regulations effective June 12, 2012 (p. 20).

Center- Based Child Care (CCTR, CFCC, and CMIG)

- Updated reference in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 78).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.79).

Alternative Payment Programs (Non-CalWORKs)

- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 70).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 76).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 77).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 77).

CalWORKs, Stage 2

- Revised age requirement references in Program Requirements Section I.A., Eligibility and Need and Documentation, to comply with the CalWORKs regulations which became effective December 1, 2012 (p. 53).
- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 73).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.73).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 84).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 85).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 85).

CalWORKs, Stage 3

- Revised age requirement references in Program Requirements Section I.A., Eligibility and Need and Documentation, to comply with the CalWORKs regulations which became effective December 1, 2012 (p. 53).
- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 70).

2013-14 Summary of Changes
Page 3

- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 76).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 85).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p.85).

**California Migrant Alternative Payment Program
(CMAP)**

- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p.70).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 80).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p.81).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 82).



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 1, 2013

Dear Director of Child Development Programs:

CHILD DEVELOPMENT CONTRACT ENCLOSURES

Enclosed please find your General Child Care (CCTR), California State Preschool Program (CSPP), Migrant (CMIG), Family Child Care Homes (CFCC), Allowance for Handicapped (CHAN), California Alternative Payment Program (CAPP), California Resource and Referral Program (CRRP), and/or California Local Planning Council (CLPC) contracts for Fiscal Year (FY) 2013-14.

The California Department of Education (CDE) rolled contract maximum reimbursable amounts (MRAs) based on the funding levels proposed in the Governor's January Budget. As in previous years, the FY 2013-14 contract MRAs for CalWORKs Stage 2 and CalWORKs Stage 3 will be based on the funding levels proposed in the Governor's May Revise. I expect these contracts will be issued shortly.

Please be aware that all child development contract MRAs are subject to further adjustments contingent upon final legislation enacted in the FY 2013-14 budget. Thank you for your continued support and service to children and families in California, as well as your patience in these difficult times of fiscal uncertainty.

If you have any questions, please feel free to contact your assigned fiscal analyst.

Sincerely,

Roxanne Eres, Director
Fiscal and Administrative Services Division

RE:acj
Enclosure

**California Department of Education
Child Development Division
Agency Site List
Fiscal Year 2013-2014**

Oakland Unified School District

Alameda County**6125**

Acorn Woodland Pre-K	1029 81st Avenue	Oakland 94621-
Alice St Learning Center	250 17th Street	Oakland 94612-
Allendale	3670 Penniman Avenue	Oakland 94619
Bella Vista Child Center	2410 10th Avenue	Oakland 94608-
Bridges@Melrose Academy	1325 - 53rd Avenue	Oakland 94601
Brookfield Elementary School	401 Jones Avenue	Oakland 94606-
BURBANK 3550	64TH Avenue	Oakland 94605
Centro Infantil De La Raza	2660 E 16th Street	Oakland 94601-
Community United (Lockwood PreK	6701 E 14th Street	Oakland 94621-
Emerson Child Center	4801 Lawton Avenue	Oakland 94609-
Fruitvale Pre-K	3200 Boston Avenue	Oakland 94602-
GARFIELD	1640 22nd Avenue	Oakland 94606
Harriett Ross Tubman	800 33rd Street	Oakland 94608-
Highland Child Development Center	1322 86th Avenue	Oakland 94621-
Hintil Kuu Ca	11850 Campus Drive	Oakland 94619-
Howard Elementary School	8755 Fontaine Street	Oakland 94605-
International CDC	2825 International Blvd	Oakland 94601-
Jefferson Child Center	1975 40th Avenue	Oakland 94601-
Laurel Child Center	3825 California Street	Oakland 94619-
Lockwood Child Center	1125 69th Avenue	Oakland 94621-
Manzanita Child Development Center	2618 Grande Vista	Oakland 94601-
Martin Luther King Center	960 A 10th Street	Oakland 94607-
Piedmont Avenue Child Development Center	86 Echo Avenue	Oakland 94611-
Place@Prescott	800 Campbell Street	Oakland 94607-
Reach Academy Preschool (cox)	9860 Sunnyside Street	Oakland 94603-
Sankofa	581 61st Street	Oakland 94609
Sequoia School	3730 Lincoln Avenue	Oakland 94602-
Stonehurst@Korematsu	901 105th Avenue	Oakland 94603-
Webster	8000 Birch Street	Oakland 94621-
Yuk Yau Child Development Center	291 10th Street	Oakland 94607-

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.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

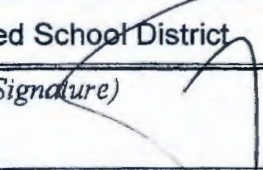
20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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> 94-6000385
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> David Kakishiba, President, Board of Education		
<i>Date Executed</i> 8/28/13	<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

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there is a separate sheet attached listing all workplaces.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and


b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) Oakland Unified School District	CONTRACT # CSPP-3019
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE David Kakishiba, President, Board of Education	
SIGNATURE 	DATE 8/28/13



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

F. Y. 13 - 14

DATE: July 01, 2013

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSP-3019
 PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM
 PROJECT NUMBER: 01-6125-00-3

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/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) 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, 2013 through June 30, 2014. 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 \$10,241,810.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 252,947.0
 Minimum Days of Operation (MDO) Requirement 243

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 \$ 10,241,810	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 10,241,810	ITEM See Attached	CHAPTER	STATUTE			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				
OBJECT OF EXPENDITURE (CODE AND TITLE) 702						

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3019

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,191,979	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 \$ 1,191,979	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 656,407	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 \$ 656,407	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,617,142	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 \$ 6,617,142	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,776,282	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 \$ 1,776,282	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	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	

RESOLUTION

No. 1314-0011

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 CSPP-3019, California State Preschool Program 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>President, Board of Education</u>	_____
_____	<u>Secretary, Board of Education</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the

Governing Board of Oakland Unified School District

of Alameda County, California.

I, Edgar Rakestraw, Jr., 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)

(Date)



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Attention: EXECUTIVE DIRECTORS, CHILD DEVELOPMENT PROGRAMS
Subject: 2013-14 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 2013-2014 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 2013-2014 FUNDING TERMS AND CONDITIONS (FT&C's) are available on the Internet at: <http://www.cde.ca.gov/fq/aa/cd/>.

2. X 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 1802
Sacramento, CA 95814-5901



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2013

2013-14 Child Care and Development Contracts

REQUIRED ATTACHMENT CHECK LIST

A complete contract package will consist of the items identified below.

Complete this checklist to confirm the items in your contract package. Place a check mark or "X" next to each item that you are submitting to the State. For your contract package to be complete, all required attachments/documents listed below must be submitted and included with your contract package. This checklist should also be returned with your contract package.

Attachment Name/Description

- Two (2) Original Signed Child Care Contracts
(including all applicable attachments)
- Contractor Certification Clauses (CCC-307)
- Federal Certification CO.8 (Rev. 5/07), if applicable
- Resolution (if applicable)



CALIFORNIA
DEPARTMENT OF
EDUCATION

CSPP-3019

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Date: June 1, 2013

Dear Executive Directors, Child Development Programs:

Subject: 2013-14 CHILD DEVELOPMENT CONTRACTS

Please find attached a summary of the Funding Terms and Conditions (FT&Cs) changes for Fiscal Year 2013-14 (FY) (Attachment A) and a list of contract types and prefixes for the Child Care and Development (CCD) contracts.

By July 1, 2013, the 2013-14 FT&Cs will be available on the Internet at <http://www.cde.ca.gov/fq/aa/cd>, which can be downloaded and printed for your files. The prior year 2012-13 FT&Cs will remain on the Web site for your convenience. In addition, the program requirements for the Quality (one-time only/support) programs will also be posted on the Web site. However, if you do not have Internet capabilities, you may request a hard copy by contacting your assigned contract analyst. The Contract Analyst Directory is also available at the California Department of Education (CDE) Web site listed above.

The 2013-14 funding term and condition changes include the TrustLine regulations (California *Health and Safety Code*, Section 1596.66) which were effective in January 2013 and the requirements for enrolling children in California State Preschool Program pursuant to Statutes of 2012, SB 1016, Chapter 38. As a result, there are new definitions added and/or revised in the Definition section of the FT&Cs. Additionally, the center-based program contracts have a "Site Listing" attached to the contract. The purpose of this listing is to ensure and identify in the contract the correct site locations, including both the name and address of sites where the CDE subsidized children are being served. The site listing information was pulled from the CDE Child Development Management Information System (CDMIS) which was identified as the most current site information the CDE have on file for the contractors. If the information on the "Site Listing" does not reflect the correct information, please update this information in the CDMIS as soon as possible. Please do not write on the "Site Listing" attached to the 2013-14 Contract(s).

The CDE encourages you to read all the terms of the contract including the General Terms and Conditions (GTC-610/GIA-610 and CCC-307). It is necessary that you return

June 1, 2013
Page 2

the CCC-307 with your signed contract because the CDE will be unable to process the contract without the signed CCC-307 and/or the Federal Certification (CO-8) if applicable. **Please sign and return your contract(s) and all appropriate documents to the CDE Contracts, Purchasing and Conference Services Office (CPCSO)**, as soon as possible, to ensure timely receipt of your first apportionment. Public agencies needing a resolution may forward their contracts, prior to formal board action (local policies permitting), if a letter is included indicating when the board will meet and that the required resolution will be forwarded to the CPCSO at that time.

If you have any questions regarding the changes, please contact Doris Morris, Manager, Child Development Contracts and Purchasing, at 916-323-5591 or by e-mail at dmorris@cde.ca.gov; or Margie Burke, Manager, CPCSO at 916-322-7076 or by e-mail at mburke@cde.ca.gov. If you have questions regarding the status of your contract, please call the appropriate contract analyst.

Sincerely,



Sharon Taylor, Director
Personnel Services Division

ST:dm
Attachments

2013–14 FT&Cs Summary of Changes

Any changes as a result of the enactment of the Budget will be incorporated into the amendments for 2013–14.

Revisions below are in addition to changes made with the 2012–13 amendments which are incorporated for all contract types. Please note that the page numbers cited below are based on the Center-Based program FT&Cs; therefore, the page numbers may be off by a few pages for the other program types.

All Child Care Programs

- Updated fiscal year dates throughout the document
- Corrected grammar and format issues where needed throughout the document
- Updated audit timelines to reflect audit due dates for 2013–14 under the Accounting and Reporting Requirements Section (p. 43).
- Revised definition "Additional Funds" to comply with CDE's new award of funding regulations effective June 12, 2012 (p.2).
- Updated the definition of "CSPP eligible four-year old" to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8208 (aj) (p.7).
- Updated the definition of "CSPP eligible three year-old" to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8208 (ai) (p.7).
- Added the definition "immediate need" to comply with new TrustLine regulation 5CCR 18078 effective January 23, 2013 (p.9).
- Revised definition "New Contract" to comply with CDE's new award of funding regulations effective June 12, 2012 (p.10).
- Added the definition "provisional provider" to comply with new TrustLine regulations, 5CCR 18078 effective January 23, 2013 (p.12).
- Revised General Provisions Section "Eligibility for Funding" to comply with CDE's award of funding regulations effective June 12, 2012 (p. 20).

Center- Based Child Care (CCTR, CFCC, and CMIG)

- Updated reference in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 78).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.79).

Alternative Payment Programs (Non-CalWORKs)

- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 70).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 76).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 77).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 77).

CalWORKs, Stage 2

- Revised age requirement references in Program Requirements Section I.A., Eligibility and Need and Documentation, to comply with the CalWORKs regulations which became effective December 1, 2012 (p. 53).
- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 73).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.73).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 84).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 85).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 85).

CalWORKs, Stage 3

- Revised age requirement references in Program Requirements Section I.A., Eligibility and Need and Documentation, to comply with the CalWORKs regulations which became effective December 1, 2012 (p. 53).
- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 70).

2013-14 Summary of Changes
Page 3

- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 76).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 85).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p.85).

**California Migrant Alternative Payment Program
(CMAP)**

- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p.70).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 80).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p.81).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 82).

**California Department of Education
Child Development Division
Agency Site List
Fiscal Year 2013-2014**

Oakland Unified School District

Alameda County**6125**

Acorn Woodland Pre-K	1029 81st Avenue	Oakland 94621-
Alice St Learning Center	250 17th Street	Oakland 94612-
Allendale	3670 Penniman Avenue	Oakland 94619
Bella Vista Child Center	2410 10th Avenue	Oakland 94608-
Bridges@Melrose Academy	1325 - 53rd Avenue	Oakland 94601
Brookfield Elementary School	401 Jones Avenue	Oakland 94606-
BURBANK 3550	64TH Avenue	Oakland 94605
Centro Infantil De La Raza	2660 E 16th Street	Oakland 94601-
Community United (Lockwood PreK	6701 E 14th Street	Oakland 94621-
Emerson Child Center	4801 Lawton Avenue	Oakland 94609-
Fruitvale Pre-K	3200 Boston Avenue	Oakland 94602-
GARFIELD	1640 22nd Avenue	Oakland 94606
Harriett Ross Tubman	800 33rd Street	Oakland 94608-
Highland Child Development Center	1322 86th Avenue	Oakland 94621-
Hintil Kuu Ca	11850 Campus Drive	Oakland 94619-
Howard Elementary School	8755 Fontaine Street	Oakland 94605-
International CDC	2825 International Blvd	Oakland 94601-
Jefferson Child Center	1975 40th Avenue	Oakland 94601-
Laurel Child Center	3825 California Street	Oakland 94619-
Lockwood Child Center	1125 69th Avenue	Oakland 94621-
Manzanita Child Development Center	2618 Grande Vista	Oakland 94601-
Martin Luther King Center	960 A 10th Street	Oakland 94607-
Piedmont Avenue Child Development Center	86 Echo Avenue	Oakland 94611-
Place@Prescott	800 Campbell Street	Oakland 94607-
Reach Academy Preschool (cox)	9860 Sunnyside Street	Oakland 94603-
Sankofa	581 61st Street	Oakland 94609
Sequoia School	3730 Lincoln Avenue	Oakland 94602-
Stonehurst@Korematsu	901 105th Avenue	Oakland 94603-
Webster	8000 Blrch Street	Oakland 94621-
Yuk Yau Child Development Center	291 10th Street	Oakland 94607-

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.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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> 94-6000385
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

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

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) Oakland Unified School District		CONTRACT # CSPP-3019
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
SIGNATURE		DATE