

|                   |           |
|-------------------|-----------|
| File ID Number    | 11-3145   |
| Introduction Date | 1/25/2012 |
| Enactment Number  | 12-0172   |
| Enactment Date    | 1-25-12   |
| By                | BS        |



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

To: Board of Education

From: Tony Smith, Superintendent  
Vernon Hal, Deputy Superintendent, Business & Operations  
Maria Santos, Deputy Superintendent, Instruction, Leadership, Equity-in-Action

Subject: District Grant Award - CRPM-1003 Facilities Repair and Renovation Grant - Early Childhood Education

**ACTION REQUESTED:**

Approval by the Board of Education of Grant Agreement - CRPM - 1003 - Facilities Renovation and Repair, Project No. 01-6125-00-1 between the District and the California Department of Education providing funding for Early Childhood Education facilities repairs and renovations at, for the period of July 1, 2011 through June 30, 2012, in the amount of \$239,677.00.

**BACKGROUND:**

Grant proposals for OUSD schools for the 20xx-20xx fiscal years were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

| File ID # | Backup Document Included | Type        | Recipient  | Grant's Purpose   | Time Period  | Funding Source  | Grant Amount |
|-----------|--------------------------|-------------|--|---|--|---|--------------|
| 11-3145   | Yes                      | Grant Award | District - Bridges Academy at Melrose, Harriet Ross Tubman and Highland CDCs | Early Childhood Education facilities repairs and renovations. | Fiscal Year 2011-12 (Performance Period 2011-2014) | Child Development Grant, California Department of Education | \$239,677.00 |

**DISCUSSION**

The District created a Grant Face Sheet process to:

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

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

**FISCAL IMPACT:**

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

- Grants valued at: \$239,677.00



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

**RECOMMENDATION:**

Approval by the Board of Education of Grant Agreement - CRPM - 1003 - Facilities Renovation and Repair, Project No. 01-6125-00-1 between the District and the California Department of Education providing funding for Early Childhood Education facilities repairs and renovations at Bridges Academy at Melrose, Harriet Ross Tubman and Highland, for the period of July 1, 2011 through June 30, 2012, in the amount of \$239,677.00.

**Attachments:**

Grant Face Sheet; Grant Award Notifications

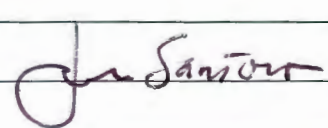
OUSD Grants Management Face Sheet

|  |  |
|--|--|
| <b>Title of Grant: CRPM - 1003</b>   | <b>Funding Cycle Dates: July 2011-June 2012</b>                  |
| <b>Grant's Fiscal Agent:</b> OUSD/ECE<br>495 Jones Avenue, Oakland, CA 94603<br>(510) 639-3340                                   | <b>Grant Amount for Full Funding Cycle:</b><br><b>\$239, 677</b> |
| <b>Funding Agency: State of California</b>   | <b>Grant Focus: Child Development</b>                            |
| <b>List all School(s) or Department(s) to be Served: Highland CDC, Melrose @ Bridges State Preschool, and Harriet Tubman CDC</b> |  |

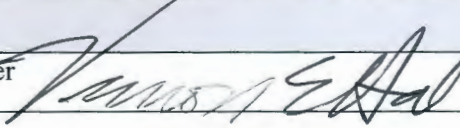
| Information Needed  | School or Department Response   |
|---|---|
| How will this grant contribute to sustained student achievement or academic standards?  | This grant will provide necessary repairs for our child development centers to improve the learning environment for our preschool children. |
| How will this grant be evaluated for impact upon student achievement?<br><br>(Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.) | Completion of the designated repairs at Highland CDC, Bridges @ Melrose State Preschool and Harriet Tubman CDC.                             |
| Does the grant require any resources from the school(s) or district? If so, describe.   | Assistance from Buildings and Grounds to complete the projects.   |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?<br><br>(If yes, include the district's indirect rate of 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)  | No  |
| Will the proposed program take students out of the classroom for any portion of the school day?<br>(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?<br>(Include contact's name, address, phone number, email address.)   | John Santoro<br>495 Jones Avenue, Oakland, CA 94603<br>(510) 639-3340   |

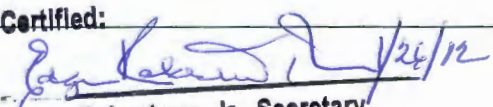
**Legislative File**  
**File ID Number:** 11-3145  
**Introduction:** 1-25-12  
**Enactment Number:** 12-0172  
**Enactment Date:** 1-25-12 B

**Applicant Obtained Approval Signatures:**

| Entity          | Name/s       | Signature/s   | Date     |
|-----------------|--------------|---|----------|
| Principal       |              |   |          |
| Department Head | John Santoro |  | 11/17/11 |

**Grant Office Obtained Approval Signatures:**

| Entity         | Name/s     | Signature/s   | Date |
|----------------|------------|---|------|
| Fiscal Officer | Vernon Hal |  |      |

**Certified:**  
  
 Rakestraw, Jr., Secretary  
 Board of Education



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 13, 2011

**Final Award**

**Log Number:** FY 2011—12-FRR-1-158  
**Vendor Number:** 6125  
**Award Amount:** \$239,677

Anthony Smith, Ph.D., Executive Director  
Oakland Unified School District  
495 Jones Avenue  
Oakland, CA 94603

SUPT  
Sept 9, 2011  
O U S D

Dear Dr. Smith, Ph.D.:

Pursuant to the fiscal year (FY) 2011—12 Budget Act, the California Department of Education (CDE) is pleased to inform you that the Oakland Unified School District has been awarded FY 2011—12 Facilities Renovation Repair (FRR) funds. These funds provide contractors assistance in efforts to maintain healthy, safe, and accessible environments for children in CDE subsidized child care and development programs.

The award amount cited above may be different from the amount requested in the contractor's FRR application. The following is a partial list of reasons the CDE adjusted award amounts during the application review and approval process:

1. Total estimated costs requested by the contractor exceeded the maximum award amount.
2. Percentage of subsidized and/or non-subsidized enrollment calculations required correction.
3. General computation errors.

Because these are one-time only funds, there is no appeal process for the amounts of the awards.

Until the budget bill is finalized and signed by the Governor, the CDE does not have the authority to assure funding, nevertheless, the CDE is proceeding to budget the proposed available funds. Again, funding is subject to the availability of funds and state budget decisions. **Please be advised that all project costs should be incurred after the CDE Contracts office has issued a fully executed FRR contract.**

The contract performance period is July 1, 2011, through June 30, 2014. A condition of the contract is that **all** FRR expenditures must be reported to the Child Development Fiscal Services (CDFFS) office. All started or completed work must be reported quarterly on the

Anthony Smith, Ph.D., Executive Director  
June 13, 2011  
Page 2

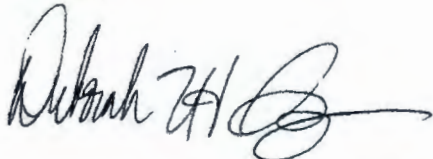
Revenue and Expenditure Report for Child Development Support Contracts (CDFS 9529) form for the periods ending September 30, December 31, March 31, and June 30. The CDFS 9529 form is due to the CDFS office by the 20th of the month following the end of the reporting period. To obtain information regarding the CDFS 9529 form, please visit the CDE Child Development Web page at <http://www.cde.ca.gov/fg/aa/cd/index.asp>.

Once the contract is fully executed, changes or modifications to proposed projects must be approved in advance by the CDE. Contractors must complete FRR projects using these contract funds within the performance periods to be eligible for reimbursement of project costs. The CDE will not authorize time extensions for this contract. Any costs incurred or expenditures made outside the authorized performance period are not reimbursable.

The CDE is pleased to be able to provide these FRR funds to support efforts to maintain a safe and healthy environment for the children served.

If you have any questions regarding this subject, please contact Holly Miller, Associate Governmental Program Analyst, Child Development Division, by phone at 916-323-7195 or by e-mail at [hmillier@cde.ca.gov](mailto:hmillier@cde.ca.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah V.H. Sigman". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Deborah V.H. Sigman, Deputy Superintendent  
Curriculum, Learning, and Accountability Branch

DS:hm



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

**Attention:** EXECUTIVE DIRECTORS,  
CHILD DEVELOPMENT PROGRAMS

**Subject:** 2011-12 THRU 2013-14 CHILD DEVELOPMENT CONTRACT/AMENDMENT

**DO NOT REMOVE ANY PAGES STAPLED TO  
THE CONTRACT FACESHEET**

1.  Submitted for your approval are two (2) copies of the 2011-12 thru 2013-14 contract/amendment. **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/amendment to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

**THE 2011-12 THRU 2013-14 PROGRAM REQUIREMENTS** are available on the Internet at: <http://www.cde.ca.gov/fg/aa/cd/index.asp>.

2.  CCC-307, Contractor Certification Clauses
3.  Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body, which approves the contract and names the official who is authorized to sign it on their behalf (a sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Bettina Gray 916-445-3844 or e-mail to [bgray@cde.ca.gov](mailto:bgray@cde.ca.gov).
4.  **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.
5.  Enclosed for your records is one fully executed copy of the contract.

Sincerely,

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

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

DM:bg  
Enclosures



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2011

## **2011-12 Child Care and Development Contracts**

### **REQUIRED ATTACHMENT CHECKLIST**

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
- Contractor Certification Clauses (CCC-307)
- Federal Certification CO.8 (Rev. 5/07), if applicable
- Resolution, if applicable



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11-12 thru 13-14

DATE: July 01, 2011

CONTRACT NUMBER: CRPM-1003

PROGRAM TYPE: FACILITIES RENOVATION AND REPAIR

PROJECT NUMBER: 01-6125-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

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

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

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from July 01, 2011 through June 30, 2014. The total amount payable pursuant to this agreement shall not exceed \$239,677.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2011 through June 30, 2012 shall be included in their 2011-12 audit. Expenditures for the period July 1, 2012 through June 30, 2013 shall be included in the 2012-13 audit. Expenditures for the period July 1, 2013 through June 30, 2014 shall be included in the 2013-14 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

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

|   |  |  |                 |                          |  |
|---|--|--|-----------------|--------------------------|--|
| <b>STATE OF CALIFORNIA</b>  |  | <b>CONTRACTOR</b>  |                 |                          |  |
| BY (AUTHORIZED SIGNATURE)   |  | BY (AUTHORIZED SIGNATURE)  |                 |                          |  |
| PRINTED NAME OF PERSON SIGNING<br>Margie Burke, Manager   |  | PRINTED NAME AND TITLE OF PERSON SIGNING<br><i>Jody London</i><br>President, Board of Education                    |                 |                          |  |
| TITLE<br>Contracts, Purchasing & Conference Services  |  | ADDRESS<br>Jody London<br>Department of General Services<br>Edgar Rakerstraw, Jr., Secretary<br>Board of Education |                 |                          |  |
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>\$ 239,677  | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs<br>(OPTIONAL USE) EDIT<br>24861-6125 | FUND   | Special/CCFRF   |                          |  |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT<br>\$ 0   | ITEM 30.10<br>6110-702-0620  | CHAPTER<br>299/97  | STATUTE<br>2011 | FISCAL YEAR<br>2011-2012 |  |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>\$ 239,677   | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702 SACS: Res-6145 Rev-8590                                |  |                 |                          |  |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. |  | T.B.A. NO.   | B.R. NO.        |                          |  |
| SIGNATURE OF ACCOUNTING OFFICER   |  | DATE   |                 |                          |  |



EXHIBIT A

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).)

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FY 2011-12 Facilities Renovation and Repair      Exhibit B  
Service Location(s)

| <b>Applicant</b>                | <b>County</b> | <b>Vendor</b> | <b>Site Name</b>                     |
|---------------------------------|---------------|---------------|--------------------------------------|
| Oakland Unified School District | Alameda       | 6125          |                                      |
|                                 |               |               | OUSD - Bridges Academy at<br>Melrose |
|                                 |               |               | OUSD - Harriet Ross Tubman<br>CDC    |
|                                 |               |               | OUSD - Highland CDC                  |

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RECEIVED  
 CHILD DEVELOPMENT  
 DIVISION  
 2011 MAY -6 PM 1:20

**COPY**

| This shaded section is for CDD Use Only |             |            |
|---|-------------|------------|
| Notification                            | County Code | Log Number |
| FY 2011-12 FRR                          | 1           | 158        |

**Exhibit C**

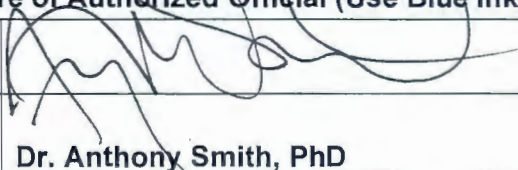
**Fiscal Year 2011-12 Facilities Renovation and Repair Application**

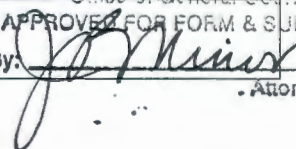
|   |   |
|---|---|
| <b>Return to:</b><br>FY 2011-12 FRR Application<br>Child Development Division<br>1430 N Street, Suite 3410<br>Sacramento, CA 95814-5901 | Submit <b>one (1)</b> original and <b>three (3)</b> copies<br>of the completed Application by<br><b>May 6, 2011, 5 p.m.</b> |
|---|---|

| A. California Department of Education Contractor Information |                                 |
|--|---------------------------------|
| Contractor's Legal Name                                      | Oakland Unified School District |
| Vendor Number  | MS 01-6125                      |
| Headquarters' Mailing Address                                | 495 Jones Avenue                |
| City, State, ZIP Code  | Oakland, CA 94603               |
| County Name  | Alameda                         |
| Mr./Ms./Dr./Supt. or other Title                             | Dr. Anthony Smith, PhD          |
| Executive Officer's Name                                     | <del>Jane Nicholson</del>       |
| Executive Officer's Telephone Number                         | (510) 639-3340                  |
| Executive Officer's E-mail Address                           | Jane.Nicholson@ousd.k12.ca.us   |
| Contact Person's Name  | Lynne Rodezno                   |
| Contact Person's Telephone Number                            | (510) 639-3340                  |
| Contact Person's E-mail Address                              | Lynne.Rodezno@ousd.k12.ca.us    |

**B. Certification**

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

| C. Signature of Authorized Official (Use Blue Ink) |   |       |                |
|--|---|-------|----------------|
| Signature  |  | Title | Superintendent |
| Printed Name                                       | Dr. Anthony Smith, PhD  | Date  |                |

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By:   
 Attorney at Law

| <b>D. Qualifying Contract Types (check all that apply)</b>  |                               |                                     |
|---|-------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> California State Preschool Program (CSPP)                             |                               |                                     |
| <input checked="" type="checkbox"/> General Child Care and Development (CCTR)                             |                               |                                     |
| <input type="checkbox"/> Migrant Child Care and Development (CMIG)  |                               |                                     |
| <input type="checkbox"/> Child Care and Development Services for Children with Exceptional Needs (CHAN)   |                               |                                     |
| <b>E. Maximum Award Amount</b>  |                               |                                     |
| <b>Total Combined Maximum Reimbursable Amount for Qualifying Contract Types</b>                           | <b>Maximum Award Amount</b>   | <b>Select one box only</b>          |
| E1. \$0 to \$999,999  | Up to \$20,000                | <input type="checkbox"/>            |
| E2. \$1,000,000 to \$2,499,999  | Up to \$50,000                | <input type="checkbox"/>            |
| E3. \$2,500,000 to \$4,999,999  | Up to \$100,000               | <input type="checkbox"/>            |
| E4. \$5,000,000 to \$7,499,999  | Up to \$150,000               | <input type="checkbox"/>            |
| E5. \$7,500,000 to \$9,999,999  | Up to \$200,000               | <input type="checkbox"/>            |
| E6. \$10,000,000 and over   | Up to \$250,000               | <input checked="" type="checkbox"/> |
| <b>F. Prorated Portion of Total Estimated Costs For Subsidized Enrollment</b>                             |                               |                                     |
| Enter <b>Grand Total</b> from Form 5, Column D (shall not exceed Maximum Award Amount in Section E above) | \$249,989                     |                                     |
| <b>This section is for CDD use only:<br/>CDD Adjusted Award Amount</b>                                    | \$ <del>249,989</del> 239,677 |                                     |

AKM

**Form 3  
 Project Description and Total Estimated Costs**

**For Instructions: See FY 2011-12 FRR Instructions, Page 15**

**Site Number 1 of 3**

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

|                        |  |                      |         |
|------------------------|--|----------------------|---------|
| <b>Contractor Name</b> | Oakland Unified School District                  | <b>Vendor Number</b> | 01-6125 |
| <b>Site Name</b>       | OUSD - Bridges Academy at Melrose                |                      |         |
| <b>Site Address</b>    | 1325 - 53 <sup>rd</sup> Avenue Oakland, CA 94601 |                      |         |

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

| A.  | B.  | C.  | D.  | E.   |
|---|---|---|---|--|
| <b>Project Type (A or H)</b>  | <b>Project Description (Describe work to be done to facilities only that serve children directly)</b> | <b>Estimated Cost (Round to nearest dollar)</b> | <b>Percentage of Subsidized Enrollment (See Form 2)</b> | <b>Prorated Portion of Total Estimated Costs</b> |
| A, H  | Install accessible lavatory facility (toilet and hand washing facility) for all children              | \$ 15,352                                       | 100%  | \$ 15,352  |
| H   | Install age appropriate climbing structure and matting  | \$ 38,153                                       | 100%  | \$ 38,153  |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
| Contractor's Grand Total of Estimated Costs for all Projects at this Site.<br>(Enter Grand Total on Form 5, Column B) |   | \$ 53,505                                       | 100%  | \$53,505   |
| <b>This shaded section is for CDD use only.</b><br>CDD's Adjusted Amounts   |   | \$  |   | \$   |

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|   |          |          |
|---|----------|----------|
| <b>This shaded section is for CDD use only.</b> |          |          |
| <b>Total Projects</b>                           | <b>A</b> | <b>H</b> |
|   |          |          |



**Form 3  
 Project Description and Total Estimated Costs**

For Instructions: See FY 2011-12 FRR Instructions, Page 15

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Site Number 2 of 3

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

|                        |   |                      |                    |
|------------------------|---|----------------------|--------------------|
| <b>Contractor Name</b> | Oakland Unified School District                     | <b>Vendor Number</b> | <del>01-6125</del> |
| <b>Site Name</b>       | Highland Child Development Center                   |                      |                    |
| <b>Site Address</b>    | 1322 - 86 <sup>th</sup> Avenue<br>Oakland, CA 94621 |                      |                    |

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

| A.  | B.  | C.  | D.  | E.   |
|---|---|---|---|--|
| <b>Project Type (A or H)</b>  | <b>Project Description (Describe work to be done to facilities only that serve children directly)</b> | <b>Estimated Cost (Round to nearest dollar)</b> | <b>Percentage of Subsidized Enrollment (See Form 2)</b> | <b>Prorated Portion of Total Estimated Costs</b> |
| H   | Paint interior and exterior of building   | \$50,420  | 100%  | \$50,420   |
| <del>H</del>  | <del>Replace pull out cafeteria tables</del>  | <del>\$10,312</del>                             | <del>100%</del>   | <del>\$10,312</del>                              |
| H   | Replace flooring due to excessive wear  | \$28,102  | 100%  | \$28,102   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
|   |   | \$  |   | \$   |
| Contractor's Grand Total of Estimated Costs for all Projects at this Site.<br>(Enter Grand Total on Form 5, Column B) |   | \$88,834  | 100%  | \$88,834   |
| <b>This shaded section is for CDD use only.</b><br>CDD's Adjusted Amounts   |   | \$ <del>42108</del><br>78,522                   |   | \$ <del>42108</del><br>78,522                    |

|   |          |          |
|---|----------|----------|
| <b>This shaded section is for CDD use only.</b> |          |          |
| <b>Total Projects</b>                           | <b>A</b> | <b>H</b> |
|   |          |          |

78522

**Form 3  
 Project Description and Total Estimated Costs**

**For Instructions: See FY 2011-12 FRR Instructions, Page 15**

**Site Number 3 of 3**

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

|                        |   |                      |         |
|------------------------|---|----------------------|---------|
| <b>Contractor Name</b> | Oakland Unified School District                 | <b>Vendor Number</b> | 01-6125 |
| <b>Site Name</b>       | 0080 Harriet Ross Tubman CDC                    |                      |         |
| <b>Site Address</b>    | 800 - 33 <sup>rd</sup> Street Oakland, CA 94608 |                      |         |

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

| A.  | B.  | C.  | D.  | E.   |
|---|---|---|---|--|
| <b>Project Type (A or H)</b>  | <b>Project Description (Describe work to be done to facilities only that serve children directly)</b> | <b>Estimated Cost (Round to nearest dollar)</b> | <b>Percentage of Subsidized Enrollment (See Form 2)</b> | <b>Prorated Portion of Total Estimated Costs</b> |
| H   | Install fire suppression system hood  | \$ 3,000  | 100%  | \$ 3,000   |
| H   | Paint interior of building  | \$ 25,000                                       | 100%  | \$ 25,000  |
| H   | Paint exterior of building  | \$ 27,000                                       | 100%  | \$ 27,000  |
| H   | Replace all window coverings  | \$ 10,000                                       | 100%  | \$10,000   |
| H   | Replace folding doors between classrooms 1&2  | \$ 42,650                                       | 100%  | \$ 42,650  |
|   |   |   |   |  |
|   |   |   |   |  |
|   |   |   |   |  |
|   |   |   |   |  |
| <b>Contractor's Grand Total of Estimated Costs for all Projects at this Site. (Enter Grand Total on Form 5, Column B)</b> |   | \$107,650                                       | 100%  | \$107,650  |
| <b>This shaded section is for CDD use only. CDD's Adjusted Amounts</b>  |   | \$  |   | \$   |

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|   |          |          |
|---|----------|----------|
| <b>This shaded section is for CDD use only.</b> |          |          |
| <b>Total Projects</b>                           | <b>A</b> | <b>H</b> |
|   |          |          |

**Form 5**  
**Total Estimated Costs**  
**Summary Worksheet of all Sites**

**For Instructions: See FY 2011-12 FRR Instructions, Page 16**

For each site, multiply Column B times Column C to obtain the Prorated Portion of Total Estimated Costs. Sum Column D to obtain the Contractor's Grand Total.

| Contractor Name  |   | Oakland Unified School District   | Vendor Number                                    | 01-6125                                       |
|--|---|---|--|---|
| Site No.   | A. Site Name(s) and Address(es)   | B. Grand Total of Estimated Costs for all Projects for each Site (See Form 3) | C. Percent of Subsidized Enrollment (See Form 2) | D. *Prorated Portion of Total Estimated Costs |
| 1.   | <i>OUSD</i> Bridges Academy @ Melrose Preschool<br>1325 - 53 <sup>rd</sup> Avenue<br>Oakland, CA 94601<br><i>Melrose at</i> | \$53,505  | 100%   | \$53,505                                      |
| 2.   | <i>OUSD</i> Highland Child Development Center<br>1322 - 86 <sup>th</sup> Avenue<br>Oakland, CA 94621                        | <del>\$88,834</del> <i>40705</i><br><i>78,522</i>                             | 100%   | <del>\$88,834</del> <i>78,522</i>             |
| 3.   | <i>OUSD</i> Harriet Tubman Child Development Center<br>800 - 33 <sup>rd</sup> Street<br>Oakland, CA 94608                   | \$107,650   | 100%   | \$107,650                                     |
| 4.   |   | \$  |  | \$  |
| 5.   |   | \$  |  | \$  |
| 6.   |   | \$  |  | \$  |
| 7.   |   | \$  |  | \$  |
| 8.   |   | \$  |  | \$  |
| 9.   |   | \$  |  | \$  |
| <b>Contractor's Grand Total*</b><br>(Sum: Columns B and D)<br>*Enter the Grand Total of Column D on Application, Section F, Prorated Portion of Total Estimated Costs for Subsidized Enrollment. |   | \$249,989   |  | \$249,989                                     |
| <b>This shaded section is for CDD use only:</b><br>CDD's Adjusted Grand Total  |   | \$ <del>249,989</del> <i>239,677</i>  |  | \$ <del>249,989</del> <i>239,677</i>          |

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CA Department of Education  
July 1, 2011

EXHIBIT D

***PROGRAM REQUIREMENTS***

***for***

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

***July 1, 2011 – June 30, 2014***

**2011–12 through 2013–14  
PROGRAM REQUIREMENTS FOR  
FACILITIES RENOVATION AND REPAIR PROJECTS**

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

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

**I. GENERAL PROVISIONS**

**A. Notification of Address Change**

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

Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in *Education Code (EC) Section 8238.4(a)(2)*. The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.

B. Notification of E-mail Contact Changes

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

1. Executive Officer
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. The annual audit verifies that appropriate internal controls are maintained.

D. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

E. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit a current inventory of equipment purchased in whole or in part with contract funds.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The

State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

F. Applicability of *Corporations Code*

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

G. Conflicts of Interest for Child Care and Development programs

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

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

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

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

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a “fair market rental estimate” from an independent appraiser, licensed by the California

Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

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

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

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.

I. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

J. Equipment Bidding Requirements

For private agencies, all equipment purchases, exceeding five thousand dollars (\$5,000, including tax) will not be approved unless at least three (3) bids or estimates have been obtained. The contractor shall purchase the goods or services from the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the contractor shall maintain adequate documentation of the reason(s) why three bids or estimates could not be obtained (e.g., an emergency situation). Public agencies shall comply with applicable sections of the *Public Contract Code*.



## K. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

## L. Renovation and Repair

Improvement of sites and adjacent grounds to meet or continue to meet California *Code of Regulations, Title 22, Community Care Licensing Standards* is reimbursable if the improvements do not unnecessarily increase the value of a facility. For private agencies, such proposed work in excess of five thousand dollars (\$5,000, including tax), unless performed by contractor's staff, shall have at least three (3) bids or estimates and shall be awarded to the lowest responsible bidder. If the contractor cannot obtain three (3) bids or estimates, the contractor shall maintain adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained as well as the reasonableness of cost in the absence of competition. Public agencies shall comply with applicable sections of the *Public Contract Code*.

## M. Uniform Complaint Procedures (5CCR 4600-4687)

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

## II. SUBCONTRACTS

### A. Subcontracts Excluded from Requirements of this Section

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

1. Employment agreements
2. Facility rental or lease agreements

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

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

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

#### B. Bids for Subcontracts

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

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

#### C. Prior Child Development Division Approval

Prior to execution of a subcontract and commencement of work, include in their records a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Contractors shall demonstrate that approval of the subcontract is cost effective to the State. For proposed renovation and repair subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract.

One copy of the subcontract will be retained by the CDD contractor. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDD approval.

Subcontracts subject to the approval of the CDD shall be rebid at least once every three (3) years or more often if specified by the CDD in its annual approval of the subcontract. Public agencies shall award subcontracts in accordance with the *Public Contract Code*. The contractor shall not split subcontracts to avoid competitive bidding requirements.

Subcontracts for auditing and/or bookkeeping services shall be rebid and changed every five (5) years unless retention of the same auditor is approved by the CDD.

Subcontracts which increase the contractor's cost of performance are nonreimbursable. Subcontracts which contain a provision for reimbursement for cost-plus-a-percentage-of-cost are not reimbursable.

The State does not assume any responsibility for performance of approved subcontracts nor does the State assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.

D. Required Subcontract Provisions

Every subcontract shall specify:

1. The dates within which the subcontractor is to perform the contract. The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the State.
2. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount.
3. The service(s) to be provided under the subcontract.
4. The responsibilities of each party under the subcontract.
5. That the subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers or employees or agents of the State of California.
6. That modifications of the subcontract shall be in writing, and that for subcontracts in excess of the amount stated in the annual child development contract, prior written CDD approval is required unless the subcontract is otherwise exempt from prior CDD approval.
7. That the subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
8. Remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000)
9. That the State of California retains title to any equipment or supplies purchased with State funds and that the equipment shall be returned to the contractor upon termination of the subcontract.
10. That the subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.

11. The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in *California Code of Regulations, Title 2, Chapter 5, Section 8107*.

#### E. Recommended Subcontract Provisions

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

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

#### F. Audit Requirements for Subcontracts

The audit of the subcontract shall be submitted to the CDE along with the contractor's audit.

### III. Contractor Responsibilities

Contractors must use the funding described in the Application for FRR funds pursuant to FY 2011–12. The FRR funds are to be used to accomplish deferred or major maintenance facility projects to bring facilities into compliance with the ADA of 1990 and the *California Code of Regulations, Title 22, Division 12* licensing requirements. All FRR funds must be expended to repair or renovate eligible child care center-based sites where contractors have active State-subsidized child care and development programs with center-based service contracts.

#### A. Use of Funds

##### ADA Compliance

Repair or renovate a child care facility to increase accessibility for children with disabilities. Examples of eligible ADA repair, renovation, or installation projects include, but are not limited to:

- ADA accessibility signs
- ADA compliant fixed storage equipment (i.e., cabinets, shelves, and/or closets)
- Appropriate access routes
- Children's bathroom, fixtures, or controls
- Door casings or doors impeding

- Elevated wheelchair access platforms
- Fixed or built-in seating or tables
- Parking surface(s) to establish required ADA accessible parking spaces and access aisles in parking areas designated for CDD programs
- Wheelchair access ramps, landings, surfaces, or transfer systems

#### Health and Safety Compliance

Repair or renovate a child care facility to resolve either of the following:

- Health and safety code violation issued by the Department of Social Services, Community Care Licensing Division; CDE; or local fire or health department
- Health and safety code violation or concerns that were revealed through an contractor's internal, self-assessment program

Examples of Health and Safety approvable repair, renovation, or installation projects include, but are not limited to:

- Air conditioning or heating systems
- Carpet, linoleum, or tile replacement
- Cushioned areas around and under play equipment
- Faulty electrical wiring
- Fencing
- Fire safety code items
- Industrial cleaning of facility
- Interior or exterior portable or permanent storage areas
- Observation windows in infant centers
- Outdated appliance replacement
- Outside surveillance cameras
- Playground areas and equipment
- Repainting building interior or exterior walls
- Safety lighting renovation, installation, or repair
- Shade structures
- Toilets, hand washing, and bathing facilities
- Unsafe sidewalk(s)
- Wallpaper removal or replacement
- Window screens, blinds, or other window coverings
- Windows, doors, or floors

#### B. Funding Restrictions

Nonreimbursable costs will be determined in accordance with the current fiscal year General Child Care & Development (CCTR) Funding Terms and Conditions, "Nonreimbursable Costs" section (Section V.G.). In addition, FRR funds cannot be used to accomplish any of the following examples of non-approvable costs:

- Bonus payments for early completion of work
- Child care facility construction or purchase
- Contractor claims against the grantee connected costs

- Costs incurred prior to the execution of the Local Agreement for Child Development Services contract
- Existing facility modification to increase licensing capacity or program expansion
- FRR application incurred expenses
- Indirect costs
- Inspections (such as, playground or termite inspections) payments
- Interest charges or payments on bonds or indebtedness required to finance project costs
- Land improvement, purchase, or lease
- Administrative facilities
- Meetings, workshops, trainings, foods, or beverages expenses
- Moving costs associated with projects
- Overhead expenses such as costs for rental/lease of space, utilities, and office supplies
- Personnel costs
- Portable building replacement, relocation, or purchase
- Sewer line(s) extension
- Travel or per diem expenses
- Violation of federal, state, or local laws, ordinances, or regulations incurred fines or penalties

The contractor must comply with their commitments to ensure the facilities benefiting from the use of the funds as described above will be available for, and used to serve, subsidized children in a CDE child care and development funded **program for at least three consecutive years** from the date of project completion.

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

If the contractor voluntarily elects to move the program(s) benefiting from the funds described above to a new site, the CDE will bill the contractor for the portion of the three years the facility is not in use by CDE programs.

The CDE acknowledges that some adjustments to the proposed use of funds may be necessary when the agency finalizes necessary bids for proposed projects. If adjustments to the proposed estimated costs occur which result in a change in the scope of work (e.g., some projects will not be completed because estimated costs were too low), a contract amendment is required before work commences. Contractors must contact the CDE in writing prior to the end of the contract period to request a contract amendment.

### C. Reimbursement Costs

Contractors receiving an award of funding are required to comply with the funding calculations described in the FY 2011–12 FRR, including the proration of costs for subsidized and nonsubsidized enrollment. The CDE will bill contractors for any

unauthorized expenditures or expenditures that do not comply with the cost proration calculations.

Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

D. Compliance Audits and Reporting Requirements

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

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

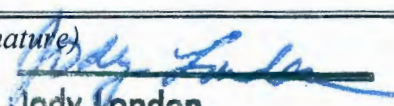

California Department of Education  
Child Development Fiscal Services  
1430 N Street, Suite 2213  
Sacramento, CA 95814-5901

If you have questions, please contact Holly Miller, FRR Coordinator, Child Development Division, by phone at 916-323-7195 or by e-mail at [cddrfa@cde.ca.gov](mailto:cddrfa@cde.ca.gov)

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><br>Oakland Unified School District  |  | <i>Federal ID Number</i><br>946000385   |
| <i>By (Authorized Signature)</i><br><br>Jody London<br><i>President, Board of Education</i> |  | <br>Wayne Rakestraw, Jr.<br><i>Secretary</i><br><i>Board of Education</i> |
| <i>Printed Name and Title of Person Signing</i>  |  |   |
| <i>Date Executed</i><br>1/26/12  | <i>Executed in the County of</i><br>Alameda County |   |

**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 lessor 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](http://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,