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| File ID Number | 14-0999 |
| Introduction Date | 6-11-14 |
| Enactment Number | 14-0976 |
| Enactment Date | 6-11-14 |
| By | |



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

May 28, 2014

To: Board of Education

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

Subject: District Submitting Grant Proposal

ACTION REQUESTED:

Acceptance by the Board of Education of Grant Agreement, CPKS-3002 – Pre-Kindergarten and Family Literacy Program 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 through 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 Board Secretary's Office and will be electronically available within one week of the board meeting through Legistar. Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

| File ID# | Backup Document Included | Type | Recipient | Grant's Purpose | Time Period | Funding Source | Grant Amount |
|----------|--------------------------|------------|--|---|-----------------------|------------------------------------|--------------|
| 14-0999 | Yes | CPKS Grant | Oakland Unified School District for Early Childhood Education Department | The grant will provide funding for the Early Childhood Education Acorn Woodland Child Development Center California Pre-Kindergarten Program. | 07/01/2013-06/30/2014 | California Department of Education | \$7,500.00 |

DISCUSSION:

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

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

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

FISCAL IMPACT:

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

- Grants valued at: \$7,500

RECOMMENDATION:

Acceptance by the Board of Education of Grant Agreement, CPKS-3002 – Pre-Kindergarten and Family Literacy Program for Early Childhood Education programming for fiscal year 2013-2014, pursuant to the terms and conditions thereof, if any.

ATTACHMENTS:

Local Agreement for Child Development Services
Resolution 1314-3002

Exhibit A – General Terms and Conditions

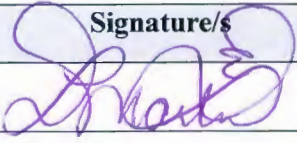
Exhibit B – CDE Program Requirements

OUSD Grants Management Face Sheet


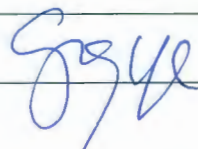
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|---|---|
| Title of Grant: CPKS-3002 Pre-Kindergarten and Family Literacy Program | Funding Cycle Dates: July 1, 2013 - June 30, 2014 |
| Grant's Fiscal Agent: Oakland Unified School District Early Childhood Education 746 Grand Avenue Oakland CA, 94610 (510) 273-1616 | Grant Amount for Full Funding Cycle: \$7,500.00 |
| Funding Agency: California Department of Education Child Development Division 1430 N Street, Suite 3410 Sacramento, CA 95814 | Grant Focus: Child Development Services |
| List all School(s) or Department(s) to be Served: Acorn Woodland Child Development Center | |

| Information Needed | School or Department Response |
|---|---|
| How will this grant contribute to sustained student achievement or academic standards? | Grant Project Number: 01-6125-00-3 will provide necessary instructional materials for our child development center to improve the learning and development our preschool children. |
| How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.) | For purchasing instructional materials for our children at Acorn Woodland Child Development Center. |
| Does the grant require any resources from the school(s) or district? If so, describe. | Yes, assistance by the Department of Procurement & Distribution to process purchase requisitions. |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.) | No |
| Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.) | No |
| Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.) | Lynne Martin Early Childhood Education 746 Grand Avenue Oakland, CA 94610 510- 273-1616 Lynne.Martin@ousd.k12.ca.us |

Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|-----------------|--------------|---|---------|
| Principal | Lynne Martin |  | 5/8/14 |
| Department Head | Maria Santos | Maria Santos | 5-13-14 |

Grant Office Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|-----------------------|-------------|---|---------|
| Fiscal Officer | Vernon Hal |  | 5/14/14 |
| Acting Superintendent | Gary D. Yee |  | 5/14/14 |



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

F. Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CPKS-3002

PROGRAM TYPE: PREKINDERGARTEN AND
 FAMILY LITERACY PROG

PROJECT NUMBER: 01-6125-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the attached PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM, Exhibit B, (also available online at <http://www.cde.ca.gov/fg/aa/cd/>) which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) which are attached hereto and by this reference incorporated herein.

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 of performance for this contract is July 01, 2013 through June 30, 2014. The total amount payable pursuant to this agreement shall not exceed \$7,500.00.

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

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

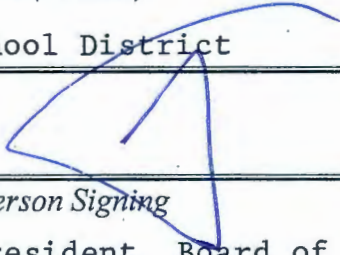
Exhibit A, General Terms and Conditions attached.

| | | | |
|---|--|--|--|
| STATE OF CALIFORNIA | | CONTRACTOR | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | |
| PRINTED NAME OF PERSON SIGNING Margie Burke, Manager | | PRINTED NAME AND TITLE OF PERSON SIGNING David Kakishiba President, Board of Education | |
| TITLE Contracts, Purchasing & Conference Services | | ADDRESS | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,500 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656 24859-6125 | FUND TITLE General | Department of General Services use only |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | ITEM 30.10.010. 6110-196-0001 | Gary Yee, Ed.D. Secretary, Board of Education | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 7,500 | CHAPTER 20 | STATUTE 2013 | FISCAL YEAR 2013-2014 |
| OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 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 | |

CCC-307

CERTIFICATION

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

| | | |
|---|---|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> Oakland Unified School District | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>  | | |
| <i>Printed Name and Title of Person Signing</i> David Kakishiba, President, Board of Education | | |
| <i>Date Executed</i> June 11, 2014 | <i>Executed in the County of</i> Alameda | |

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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, 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.

RESOLUTION


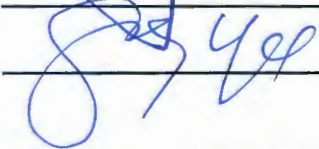
No. 1314-1030

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 a Pre-Kindergarten and Family Literacy Program 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

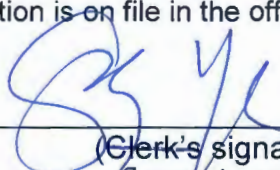
authorizes entering into local agreement number/s CPKS-3002 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

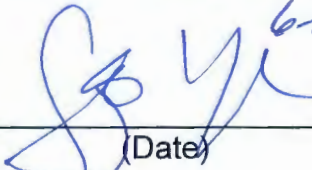
PASSED AND ADOPTED THIS 11th day of June, 2014, by the
Governing Board of Oakland Unified School District
of Alameda County, California.

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

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



(Clerk's signature)
Secretary's

 ⁶⁻¹²⁻¹⁴

(Date)

GENERAL TERMS AND CONDITIONS

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

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).)

CA Department of Education
July 1, 2013

EXHIBIT B

**Program Requirements For
PREKINDERGARTEN AND FAMILY LITERACY
SUPPORT**

CPKS

July 1, 2013 – June 30, 2014

PREKINDERGARTEN AND FAMILY LITERACY SUPPORT
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**Program Requirements For
PREKINDERGARTEN AND FAMILY LITERACY PROGRAMS
Fiscal Year 2013–14**

The Prekindergarten and Family Literacy support contract funds must be used to promote and support the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy program.

These are the program requirements for fiscal year 2013–14. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to the program requirements, any other requirements incorporated into the contract, and to all other applicable laws and regulations. Any variance from this contract, the program requirements, laws or regulations could be considered a noncompliance issue and subject the contractor to termination of the contract.

Any change of these program requirements that are binding on the State and the contractor must be in writing, in advance, from the CDE in the form of a formal contract amendment. Any interpretation of the program requirements must be in writing from the CDE and signed by the director of the CDD.

Contractors may adopt any reasonable policies relating to the program that are not in conflict with law, regulations or the terms of this contract. Those potentially affected shall be duly notified and due process, if applicable, shall be assured.

Contracts are funded with state general funds, or a combination of state general funds and federal funds. The funding amounts are listed on the contract encumbrance page.

This contract may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to *Code of Federal Regulations (CFR) 45, Parts 98 and 99*, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

I. DEFINITIONS (As applicable to each specific program type)

"Additional funds" means award of new contracts or expanded contracts that increase the contractor's level of administrative responsibility. Additional funds do not include cost of living adjustments, rate increases and one-time-only supplemental funds or Alternative Payment program contingency funds.

"Compliance review" means that a team of the CDE staff reviews a contractor's program at the program site to determine compliance with applicable laws, regulations, or contractual provisions.

"Contract period" means the time span the contract is in effect as specified in the child development contract.

"CPM/CMR" means Categorical Program Monitoring/Contract Monitoring Review and is the monitoring and review instrument for child development programs to determine compliance.

"Depreciation" means a cost in the current fiscal year that is based on acquisition costs, less any estimated residual value, computed on a straight line method (based on the normal, estimated useful life expectancy of the asset).

"Immediate need" means a situation in which both (1) and (2) below apply:

1. An eligible parent has a need for child care and is employed, participating in a California Work Opportunities and Responsibility to Kids (CalWORKs) work activity; is training as described in section 18087 of the California *Code of Regulations, Title 5 (5CCR)*, or is incapacitated, and
2. The contractor determines that no child care is reasonably available from a licensed, TrustLine registered TrustLine-exempt provider that meets the parent's need for care.

"Interactive literacy activities" means activities in which parents or legal guardians actively participate in facilitating the acquisition by their children of pre-reading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development.

"New contract" means either:

1. A contract award to applicants who do not currently contract with the California Department of Education for child care and development services; or
2. A contract award to current contractor that is for a program type as specified in EC Section 8208(i) that is different than the child development contract(s) currently administered by the applicant.

"Parent" means a biological parent, stepparent, adoptive parent, foster parent, caretaker relative, legal guardian, domestic partner of the parent as defined in *Family Code* Section 297, or any other adult living with a child who has responsibility for the care and welfare of the child.

"Private contractor" means an entity other than a public agency that is tax exempt or non-tax exempt and under contract with the CDE for the provision of child care and development services.

"Provisional child care provider" means an individual, exempt from licensure pursuant to *Health and Safety Code (HSC)* sections 1596.792(d) or (f), who provides child care for a child or children of an eligible parent for a period of up to thirty (30) days when there is an immediate need. The provisional child care provider shall have completed a TrustLine application and submitted fingerprints in accordance with *HSC* sections 1596.603 and 1596.605.

"Public contractor" means a school district, community college district, county superintendent of schools, campus of the California State University or the University of California system, county, city or other public entity under contract with the CDE for the provision of child care and development services.

"Use allowance" means an alternate method for claiming the use of the contractor's assets as a cost when depreciation methods are not used.

II. GENERAL PROVISIONS

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in 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.

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. Compliance with the California Code of Regulations (CCR), Title 22 (Center-based contracts only)

Contractors with facilities which are exempt by statute or otherwise exempt from licensure shall comply with health and safety regulations for day care centers and family child care homes as specified in CCR, Title 22, Community Care Licensing Standards in order to qualify for child care and development program contract funds.

D. 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

E. 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 except for:

1. Subcontractors providing direct child care and development services
2. Subcontractors with subcontracts exempt from the provisions of Section IV.A of the center-based funding terms and conditions.

F. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of state (general) or federal funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

G. Prohibition Against Religious Instruction or Worship

The contractor shall not provide nor be reimbursed for child care and development services that include religious instruction or worship if child care and development services are provided by a center-based contractor or a family child care home education network.

H. 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;
- b. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract;
- c. Contractors shall also submit the names, addresses, and telephone numbers of all providers of subsidized services funded with subcontracts under the contract.

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.

I. Compliance Reviews for Child Care and Development Program Contractors

At least once every three (3) years and as resources permit, the CDE shall conduct reviews at the contractor's office(s) and operating facility(ies) to determine the contractor's compliance with applicable laws, regulations or contractual provisions.

The reviews shall be conducted according to the provisions of the CPM/CMR, as defined in the funding terms and conditions. The reviews shall be conducted by consultants, analysts, and/or management staff of the CDE or other State of California representatives.

J. Eligibility for Funding

A contractor is not eligible for additional funds, as defined in Section I of the funding terms and conditions, if the contractor has received final notification, as specified in Section VIII.A of the funding terms and conditions, that its contract has been terminated.

A contractor is not eligible for additional funds if the contractor has demonstrated fiscal and/or programmatic noncompliance and has received final notification, as specified in the funding terms and conditions, that:

1. Its contract will be placed on conditional status
2. It will not be offered continued funding.

K. Continued Funding

Contractors have no vested right to a subsequent contract. Contractors that are not on conditional contract status but which have evidenced fiscal or programmatic noncompliance with the provisions of this contract, laws or regulations shall receive an administrative review in accordance with the funding terms and conditions to determine whether they will receive an offer for continued funding.

Contractors currently on conditional status that do not meet the requirements specified in the Conditional Status Addendum, as specified in Section IX.C of the funding terms and conditions, may not be offered a subsequent contract and shall be so notified by the CDE at least ninety (90) calendar days prior to the end of the current contract period.

Contractors that intend to accept the offer to continue services in the subsequent contract period shall respond to a continued funding application request from the CDD in accordance with the instructions and timelines specified in the request. Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the CDD of the contractor's intent to discontinue services at the end of the current contract period unless the contractor has received a written extension of the original timeline from the CDD.

L. 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.

M. 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.

N. 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.

O. 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

P. Uniform Complaint Procedures (5CCR, sections 4600-4687)

The 5CCR, Section 4610 authorizes 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/>.

III. AGENCY RESPONSIBILITIES

These Prekindergarten and Family Literacy school support contract funds must be used for the benefit of children and families enrolled in Prekindergarten and Family Literacy program.

A. The contract funds may be used for:

1. Compensation and support costs for program coordinators whose duties may include the following:
 - a. Developing a system to coordinate the provision of literacy services to families at the local educational agency and community level.
 - b. Creating an organizational partnership between each program provider and an adult education program operated by a local educational agency or other community provider, as needed.
 - c. Promoting parental involvement in participating classrooms.
2. Staff development for teachers in participating classrooms that includes, but is not limited to, all the following:
 - a. Development of a pedagogical knowledge including, but not limited to, improved instructional strategies.
 - b. Knowledge and application of developmentally appropriate assessments of the pre-reading skills of children in participating classrooms.
 - c. Information on working with families, including the use of on site coaching, for guided practice in interactive literacy activities.
3. Family literacy services.

4. Instructional materials, including consumables.

B. The contract funds may not be used to pay for:

1. The direct provision of child care services;
2. Construction of a facility to meet basic licensing requirements;
3. The purchase or improvement of land;
4. Lease or rent payments;
5. The purchase of equipment.

IV. REIMBURSEMENT COSTS

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

Nonreimbursable costs will be determined in accordance with the current funding terms and conditions, Section V.G., "Nonreimbursable Costs."

V. REPORTING REQUIREMENTS

The contract period is July 1, 2013 through June 30, 2014. A report of expenditures is due quarterly to the California Department of Education, Child Development Fiscal Services. The reporting periods and due dates are as follows:

| Due Date | Reporting Period |
|------------------|---|
| October 20, 2013 | July 1, 2013 through September 30, 2013 |
| January 20, 2014 | October 1, 2013 through December 31, 2013 |
| April 20, 2014 | January 1, 2014 through March 31, 2014 |
| July 20, 2014 | April 1, 2014 through June 30, 2014 |

The expenditure of the funds must be made in the format provided for this contract which is Form CDFS 9529 available on-line at:

<http://www.cde.ca.gov/fq/aa/cd/documents/cdfs95290613.doc>.

Please complete and submit this form directly to your assigned fiscal analyst at the following address:

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

If you have any questions regarding the appropriateness of activities or proposed uses of program funds, please contact your assigned Child Development Consultant. Contact information for Child Development Consultants can be found at <http://www.cde.ca.gov/sp/cd/ci/assignments.asp>.