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| File ID Number | 19-2464 |
| Introduction Date | 12/11/19 |
| Enactment Number | 19-1875 |
| Enactment Date | 12/11/19 |
| By | |



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

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Christie Herrera, Executive Director, Early Learning

Subject: **Amendment No. 1, Grant Award – California Department of Education – CSPP – 9020 – California State Preschool Program – Early Childhood Education**

ACTION REQUESTED:

Adoption by the Board of Education of Resolution No. 1920-0178 – Approving Amendment No. 1, Contract No. CSPP-9020, California State Preschool Program, between District and the California Department of Education, accepting grant award increase for the California State Preschool Program, operated by the Early Childhood Education Department, in the additional amount of \$368,683.00, increasing the grant amount from \$12,175,510.00 to \$12,544,193.00, for the period July 1, 2019 to June 30, 2020, pursuant to term and conditions thereof, if any.

BACKGROUND:

Grant agreement for OUSD schools for the 2019-2020 were submitted for funding as indicated in the chart below.

| File I.D # | Backup Document Included | Type | Recipient | Grant's Purpose | Time Period | Funding Source | Original Amount | Increase Amount | Grant Amount |
|------------|--------------------------|---|--|--|--------------------|------------------------------------|-----------------|-----------------|-----------------|
| 19-2464 | Yes | CSPP – 9020 Grant Award Amendment No. 1 | Oakland Unified School District for Early Childhood Education Department | This amendment reflects rate change from \$51.84 to \$53.41 for general childcare & development programs | 7/1/2019-6/30/2020 | California Department of Education | \$12,175,510.00 | \$368,683.00 | \$12,544,193.00 |

DISCUSSION:

The District received a contract agreement for the CSPP-9020 Amendment 01 Contract FY 19-20 for continued funding to the Early Child Care and Development Program.

- Review scopes of work outlined by each grant agreement and assess their contribution to sustained student achievement.
- Identify OUSD resources required for program success.

FISCAL IMPACT:

The total amount of the grant amendment will be provided to OUSD Early Childhood Education programs based on earnings from student enrollment and attendance to fulfill the states obligation under the contract.

- Grant valued at \$12,544,193.00

RECOMMENDATION:

Acceptance by the Board of Education of District grant amendment agreements for Early Childhood Education programming for fiscal years 2019-2020, pursuant to the terms and conditions thereof, if any.

OUSD Grants Management Face Sheet


| | |
|--|--|
| Title of Grant: CSPP – 9020 Amendment 01 General Child Care & Child Development Programs | Funding Cycle Dates: July 1, 2019 – June 30, 2020 |
| Grant's Fiscal Agent: Oakland Unified School District Early Childhood Education 1025 4 th ave Oakland CA, 94606 510- 273-8277 | Grant Amount for Full Funding Cycle: \$12,544,193.00 |
| Funding Agency: California Department of Education | Grant Focus: California State Preschool Programs |
| List all School(s) or Department(s) to be Served: All child care and Development programs | |


| Information Needed | School or Department Response |
|---|--|
| How will this grant contribute to sustained student achievement or academic standards? | The grant contract will support the California State Preschool Program half and full day |
| 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 5.59% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.) | The Annual Agency plan will determine the effectiveness of the program. |
| Does the grant require any resources from the school(s) or district? If so, describe. | No |
| 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 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.) | Indirect costs are a part of the budget for this grant. |
| Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.) | No |
| Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.) | Christie Herrera Executive Director, Early Learning 1025 4 th ave Oakland, CA 94610 (510) 273-8277 Christie.Herrera@ousd.org |

Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|------------------------------------|------------------|-------------|------|
| Executive Director, Early Learning | Christie Herrera | | |
| Department Head | Sondra Aguilera | | |

Grant Office Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|----------------|------------------------|---|------|
| Fiscal Officer | |  | |
| Superintendent | Kyla Johnson- Trammell | | |

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Joshua R. Daniels, General Counsel

ATTACHMENTS:

Grant Face Sheet – CSPP 9020 Amendment 01 Contract,
FY 2019-20
Resolution No. 1920-0178
Copy of Original Contract CSPP-9020

**California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS**

Please read the entire document carefully. This document contains:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- Contractor Certification Clauses (CCC-04-2017) (pages 9-12)
- California Civil Rights Laws Certification (CO-005) (page 13)
- Federal Certifications CO.8 (page 14-15)
- Contract (page 16-17)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).
All of the above can be found at the following link:
<http://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>
2. Print **two (2) copies of this document** beginning with the CCC 04/2017 (pages 9-17), **single-sided only**. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in **blue ink** only;
 - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
 - Print name, title, and address where requested.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - **Contracts will not be executed prior to board approval.**
5. Mail (e-mail not accepted) signed contracts and all completed documents as *soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The contract was printed with the left side cut-off and language missing.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract type.

County Offices of Education

A resolution is not required *IF* the County Superintendent signs the contract. If anyone else signs, signature authority is required.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

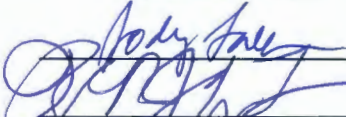
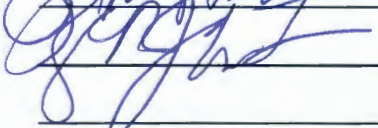
RESOLUTION
1920-0178

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

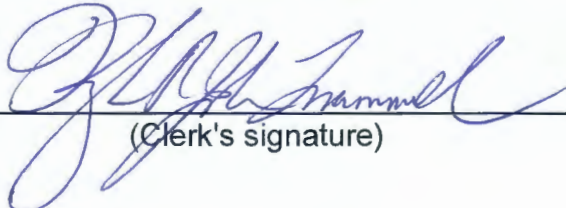
BE IT RESOLVED that the Governing Board of Oakland Unified School District

authorizes entering into local agreement number CSP - 9020 Amendment 01 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>Aimee Eng</u> | <u>President, Board Of Education</u> |  |
| <u>Kyla Johnson-Trammell</u> | <u>Secretary, Board Of Education</u> |  |

PASSED AND ADOPTED THIS 11th day of December 2019, by the Governing Board of Oakland Unified School District of Alameda County, in the State of California.

I, Kyla Johnson Trammell, Clerk of the Governing Board of Oakland Unified School District, of Alameda County, in the State of 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)

11/10/2020
(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts with original signatures at this time.

Why do I have to make two copies of the contract?

So that once the contract is executed, CDE can send you a signed original.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification

Number, and is used to identify a business entity. Use this number to fill in the CCC-4/2017 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact Favio Flores at: FFlores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name Oakland Unified School District Contract # CSPP-9020
Amendment 01

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed (in **blue ink**) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language visible?**
- Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

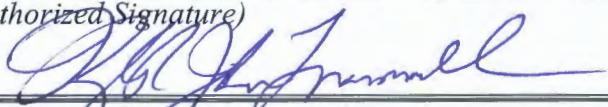
Mail all signed contracts and completed documents *as soon as possible* to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

CCC 04/2017

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.

| | | |
|---|---------------------------|--|
| Contractor/Bidder Firm Name (Printed) | | Federal ID Number |
| Oakland Unified School District | | 94-600385 |
| By (Authorized Signature) | | |
|  | | |
| Printed Name and Title of Person Signing | | |
| Kyle Johnson-Trammell | | Aimee Eng President, Board of Education |
| Date Executed | Executed in the County of | |
| 1/10/2020 | Alameda, CA | |

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 11102) (Not applicable to public entities.)

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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.

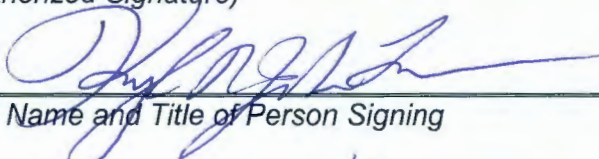
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.


CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

| | |
|--|---|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> oakland unified school District | <i>Federal ID Number</i> 94-600385 |
| <i>By (Authorized Signature)</i>  | |
| <i>Printed Name and Title of Person Signing</i> Kyle Johnson - Treasurer / Superintendent | |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <i>Date Executed</i> 11/10/2020 </div> <div style="width: 50%;"> <i>Executed in the County and State of</i> Alameda, CA </div> </div> | |


 Aimee Eng
 President, Board of Education

CO-8 (REV. 5/07)

FEDERAL CERTIFICATIONS

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Check [] if there are workplaces on file that are not identified here.

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

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

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

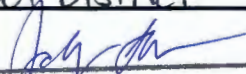

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue,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

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

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

| | |
|--|--------------|
| NAME OF APPLICANT (CONTRACTOR) | CONTRACT # |
| Oakland Unified School District | CSPD-9020 |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
|  | |
| Aimee Epg | Amendment 01 |
| President, Board of Education | |
| SIGNATURE | DATE |
|  | 1/10/2020 |



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Change/Add Pilot Language

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9020

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 01-06125-00-9

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CSPP-9020 shall be amended in the following particulars but no others:

The Contractor agrees to comply with the terms and conditions of the Alameda County Local Individualized Subsidized Child Care Plan (hereafter the "ALAMEDA COUNTY PILOT PLAN") as specifically approved by letter from the California Department of Education, dated July 26, 2019. The Contract must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS except where the ALAMEDA COUNTY PILOT PLAN allows for exceptions.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$12,175,510.00 and inserting \$12,544,193.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$51.84 and inserting \$53.41 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 234,866.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be 240. (No change)

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

| | | | |
|---|---|--|-----------------|
| STATE OF CALIFORNIA | | CONTRACTOR | |
| BY (AUTHORIZED SIGNATURE) | | Kyla R. Johnson-Trammell Secretary, Board of Education | |
| PRINTED NAME OF PERSON SIGNING Jaymi Brown, | | PRINTED NAME AND TITLE OF PERSON SIGNING Aimee Eng President, Board of Education | |
| TITLE Contract Manager | | ADDRESS 1000 Broadway St. 300 Oakland, CA 94607 | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 368,683 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE General | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 12,175,510 | (OPTIONAL USE) 0656 23038-6125 | Department of General Services use only | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 12,544,193 | ITEM 30.10.010. 6100-196-0001 | CHAPTER B/A | STATUTE 2019 |
| | FISCAL YEAR 2019-2020 | | |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | T.B.A. NO. | B.R. NO. |
| SIGNATURE OF ACCOUNTING OFFICER | | DATE | |

| | |
|-------------------|----------|
| File ID Number | 19-1522 |
| Introduction Date | 8/14/19 |
| Enactment Number | 19-12-82 |
| Enactment Date | 8-14-19 |
| By | |



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

Original

August 14, 2019

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent
Christie Herrera, Executive Director, Early Childhood Education Department

Subject: Grant Award - California Department of Education - CSPP-9020 - California State Preschool Program - Early Childhood Education

ACTION REQUESTED:

Adoption by the Board of Education of a Resolution No. 1819-0250 Grant Contract No. CSPP-9020, Project Number 01-6125-00-9, from the California Department of Education, to support the General Child Care and Development Programs for the Early Childhood Education Department, by funding \$12,175,510.00, for the period July 1, 2019 to June 30, 2020, to accept the same, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant award for OUSD schools for the 2019-2020 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached. Grant agreement packets are available for review through the Board Secretary's Office and will be electronically available within one week of the board meeting through the Board of Education Legislative Information Center under the file I.D. number stated at the top of this page.

| File I.D. # | Backup Document Included | Type | Recipient | Grant's Purpose | Time Period | Funding Source | Grant Amount |
|-------------|--------------------------|-------|---|---|------------------------------|------------------------------------|-----------------|
| 19-1522 | Yes | Grant | Oakland Unified School District, Early Childhood Education Department | To provide funding for the Pre-Kindergarten and Family Literacy Program for the Early Childhood Education Department. | July 1, 2019 - June 30, 2020 | California Department of Education | \$12,175,510.00 |

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- 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 funders.

- Grants valued at: \$12,175,510.00

RECOMMENDATION:

Adoption by the Board of Education of a Grant award for the Early Childhood Education Department for fiscal year 2019-2020, to accept the same, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

ATTACHMENTS:

Grant Face Sheet

Contract CSPP-9020, FY 2019-2020

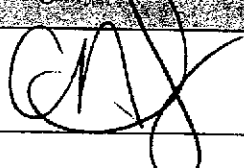
Resolution No. 1819-0250

OUSD Grants Management Face Sheet

| | |
|--|--|
| Title of Grant: CSPP – 9020 General Child Care & Child Development Programs | Funding Cycle Dates: July 1, 2019 – June 30, 2020 |
| Grant's Fiscal Agent: Oakland Unified School District Early Childhood Education 1025 4 th ave Oakland CA, 94606 510- 273-8277 | Grant Amount for Full Funding Cycle: \$12,175,510.00 |
| Funding Agency: California Department of Education | Grant Focus: California State Preschool Programs |
| List all School(s) or Department(s) to be Served: All child care and Development programs | |

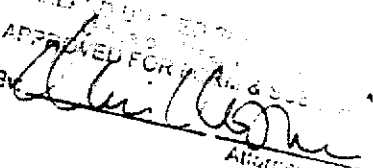
| Information Needed | School or Department Response |
|---|--|
| How will this grant contribute to sustained student achievement or academic standards? | The grant contract will support the California State Preschool Program half and full day |
| How will this grant be evaluated for impact upon student 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 5.59% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.) | The Annual Agency plan will determine the effectiveness of the program. |
| Does the grant require any resources from the school(s) or district? If so, describe. | No |
| 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 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.) | Indirect costs are a part of the budget for this grant. |
| Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.) | No |
| Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.) | Christie Herrera Executive Director, Early Learning 1025 4 th ave Oakland, CA 94610 (510) 273-8277 Christie.Herrera@ousd.org |

Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|--------------------------------------|------------------|---|----------|
| Executive Director of Early Learning | Christie Herrera |  | 7/2/2019 |

Grant Office Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|----------------|------------------------|-------------|------|
| Fiscal Officer | | | |
| Superintendent | Kyla Johnson - Tramell | | |

QUALIFIED TO REPRESENT THE STATE OF CALIFORNIA
APPROVED FOR THE STATE OF CALIFORNIA
By 
Attorney at Law

**California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS**

Please read the entire document carefully. This document contains:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- Contractor Certification Clauses (CCC-04-2017) (pages 9-12)
- California Civil Rights Laws Certification (CO-005) (page 13)
- Contract (page 14)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).
All of the above can be found at the following link:
<http://www.cde.ca.gov/fq/aa/cd/ftc2019.asp>
2. Print **two (2) copies of this document** beginning with the CCC 04/2017 (pages 9-14), **single-sided only**. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in **blue ink** only;
 - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
 - Print name, title, and address where requested.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - **Contracts will not be executed prior to board approval.**
5. Mail (e-mail not accepted) signed contracts and all completed documents as **soon as possible** to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The contract was printed with the left side cut-off and language missing.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract type.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, signature authority is required.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:*

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

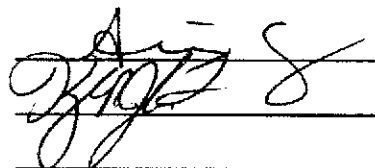
RESOLUTION
NO. 1819-0250

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

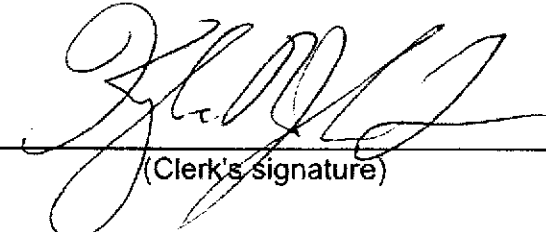
BE IT RESOLVED that the Governing Board of Oakland Unified School District

authorizes entering into local agreement number CSPP - 9020 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>Aimee Eng</u> | <u>President, Board of Education</u> |  |
| <u>Kyla Johnson - Trammell</u> | <u>Secretary, Board of Education</u> | |

PASSED AND ADOPTED THIS 11th day of September 2019, by the Governing Board of Oakland Unified School District of Alameda County, in the State of California.

I, Kyla Johnson Tramell, Clerk of the Governing Board of Oakland Unified School District, of Alameda County, in the State of 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)

9/11/19
(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts with original signatures at this time.

Why do I have to make two copies of the contract?

So that once the contract is executed, CDE can send you a signed original.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification

Number, and is used to identify a business entity. Use this number to fill in the CCC-4/2017 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact Favio Flores at: FFlores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name Oakland Unified School District Contract # CSPP- 9020

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed (in blue ink) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language visible?**
- Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)


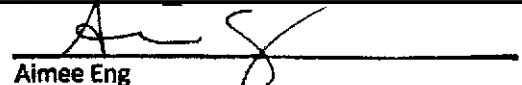
Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CCC 04/2017

CERTIFICATION

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

| | | |
|---|--|--|
| <i>Contractor/Bidder Firm Name (Printed)</i> Oakland Unified School District | | <i>Federal ID Number</i> 94-600385 |
| <i>By (Authorized Signature)</i>  | | |
| <i>Printed Name and Title of Person Signing</i> Kyla Johnson - Tramell | |  Aimee Eng <i>President, Board of Education</i> |
| <i>Date Executed</i> 9-11-19 | <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 11102) (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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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.

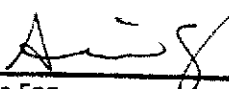
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:


1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

| | | |
|---|---|---|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. | | <i>Federal ID Number</i> 94-600385 |
| <i>Proposer/Bidder Firm Name (Printed)</i> Oakland Unified School District | | |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> 9-11-19 | <i>Executed in the County and State of</i> ALAMEDA | |



 Aimee Eng
 President, Board of Education



 Kyla R. Johnson Trammell
 Secretary, Board of Education



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9020

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 01-6125-00-9

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the Alameda County Individualized Child Care Subsidy Pilot Local Child Care Policy and Evaluation Plan (hereafter the "ALAMEDA COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS except where the ALAMEDA COUNTY PILOT PLAN allows for exceptions.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement 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 Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$51.84 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$12,175,510.00.

SERVICE REQUIREMENTS

| | |
|--|-----------|
| Minimum Child Days of Enrollment (CDE) Requirement | 234,866.0 |
| Minimum Days of Operation (MDO) Requirement | 240 |

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

| | | | | | |
|---|---|---|--|--------------------------|--|
| STATE OF CALIFORNIA | | CONTRACTOR | | | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | |
| PRINTED NAME OF PERSON SIGNING Jaymi Brown, | | PRINTED NAME AND TITLE OF PERSON SIGNING Kyla R. Johnson-Trammell Secretary, Board of Education | | | |
| TITLE Contract Manager | | ADDRESS | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 12,175,510 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE General | | |
| | (OPTIONAL USE) 0656 23038-6125 | | Department of General Services use only | | |
| | ITEM 30.10.010. 6100-196-0001 | CHAPTER B/A | STATUTE 2019 | FISCAL YEAR 2019-2020 | |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | 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. | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 12,175,510 | SIGNATURE OF ACCOUNTING OFFICER | | DATE | | |