

File ID Number	12-3263
Introduction Date	1/9/13
Enactment Number	13-0125
Enactment Date	1-9-13
By	[Signature]



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

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

January 9, 2013

To: Board of Education

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

Subject: **District Submitting Grant Contract, Amendment No. 1 for CSPP-2019 Contract FY 2012-13**

**ACTION REQUESTED:**

Adoption by the Board of Education of Resolution No. 1213-0058 - Adopting Amendment No.1, Grant Contract No. CSPP-2019 from California Department of Education to provide funding for the California State Preschool Programs for the Early Childhood Education Department, increasing Reserve Account by the amount of \$918,601.00, increasing the Maximum Reimbursable Amount (MRA) encumbered amount from \$9,323,209.00 to \$10,241,810.00 for the period July 1, 2012 to June 30, 2013, pursuant to terms and conditions thereof, if any. All other terms and conditions of the Agreement remain in full force and effect.

**BACKGROUND:**

Grant Contract amendments for OUSD schools for the 2012-2013 fiscal year that benefit the Early Childhood Education Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through the Board Secretary's Office and will be electronically available within one week of the board meeting through 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	Original Amount	Increase Amount	Amended Grant Amount
12-3263	Yes	CSPP-2019 Grant	Oakland Unified School District for Early Childhood Education Department	This is an amendment to reflect the mid-year increase for the California State Preschool Programs Grant, CSPP-2019, FY 12-13	7/1/12-6/30/13	California Department of Education	\$9,323,209.00	\$918,601.00	\$10,241,810.00

**DISCUSSION:**

The District received a Grant amendment agreement for the CSPP-2019 Contract FY 12-13 to increase the encumbered amount by \$918,601.00.

- Review scope of work outlined by each grant agreement and assess their contribution to sustained student achievement.

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

**FISCAL IMPACT:**

The total amount of the grant amendment will be provided to OUSD ECE program based on the adjustment to the Special Fund account.

- Grants valued at: Increasing from \$9,323,209.00 to \$10,241,810.00

**RECOMMENDATION:**

Acceptance by the Board of Education of District grant amendment agreements for Early Childhood Education programming for fiscal years 2012-2013, pursuant to the terms and conditions thereof, if any.

**ATTACHMENTS:**

Amendment 01 - CSPP-2019 Contract FY 12-13

Grant Award - CSPP-2019, Project Number: 01-6125-00-2

**RESOLUTION**  
**No. 1213-0058**



This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2012/13.

---

**RESOLUTION**

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

authorizes entering into local agreement number/s CSPP-2019 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>Edgar Rakestraw, Jr.</u>	<u>Secretary, Board of Education</u>	
_____	_____	_____

PASSED AND ADOPTED THIS 9th day of January, 2013, by the  
Governing Board of Oakland Unified School District  
of Alameda County, California.

I, Edgar Rakestraw, Jr., Clerk of the Governing Board of  
Oakland Unified School District of Alameda County,

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

  
\_\_\_\_\_  
(Clerk's signature)  
Secretary

1/10/13  
\_\_\_\_\_  
(Date)



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**No. 1213-0058**

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<u>David Kakishiba</u>	<u>President, Board of Education</u>	
<u>Edgar Rakestraw, Jr.</u>	<u>Secretary, Board of Education</u>	
_____	_____	_____

PASSED AND ADOPTED THIS 9th day of January, 2013, by the  
Governing Board of Oakland Unified School District  
of Alameda County, California.

I, Edgar Rakestraw, Jr., Clerk of the Governing Board of  
Oakland Unified School District of Alameda County,

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

  
\_\_\_\_\_  
(Clerk's signature)  
Secretary's

3/25/13  
\_\_\_\_\_  
(Date)



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F. Y. 12 - 13**

**Amendment 01**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES  
INCREASE (AB 1464)/FT&C CHG.**

**DATE:** July 01, 2012

**CONTRACT NUMBER:** CSPP-2019

**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM

**PROJECT NUMBER:** 01-6125-00-2

**CONTRACTOR'S NAME:** OAKLAND UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CSPP-2019, shall be amended in the following particulars but no others:

The 2012-13 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2012-13 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$9,323,209.00 and inserting \$10,241,810.00 in place thereof.

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

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 230,260.0 and inserting 252,946.7 in place thereof.

Minimum Days of Operation (MDO) shall be 243. (No change)

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

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
MARGIE BURKE		DAVID KAKISHIBA	
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Margie Burke, Manager		President, Board of Education	
TITLE		Edgar Rakestraw, Jr., Secretary	
Contracts, Purchasing & Conference Services		Board of Education	
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	General Services only	
\$ 918,601	Child Development Programs		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE)		
\$ 9,323,209	See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$ 10,241,810	See Attached		
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
See Attached			



CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSP-2019

## Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -857,344	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 2,040,863	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,183,519	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -471,687	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 1,122,828	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 651,141	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,593,205	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 2,023,937	(OPTIONAL USE)0656 23038-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,617,142	ITEM 30.10.010. 6110-196-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -2,224,710	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 4,014,718	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,790,008	ITEM 30.10.020.001 6110-194-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -120,863	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 120,863	(OPTIONAL USE)0656 24818-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0	ITEM 30.10.010. 6110-196-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
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	

**2012-13 LANGUAGE CHANGES TO  
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes apply to the FT&C for the following contract type: **CSPP**

Note: The page numbers cited may be a few pages off.

- Amend the Program tile by deleting "Part-Day and Full-Day" from the Program description as follows:

**CALIFORNIA STATE PRESCHOOL  
~~Part-Day and Full-Day~~**

New program title: California State Preschool (CSPP)

- Revise the "Table of Contents" by removing the Prekindergarten and Family Literacy Program Component Contract Requirements section:

**~~PREKINDERGARTEN AND FAMILY LITERACY PROGRAM COMPONENT  
CONTRACT REQUIREMENTS~~**

<del>I.</del>	<del>TRADITIONAL PREKINDERGARTEN AND FAMILY LITERACY REQUIREMENTS.....</del>	<del>13</del>
	<del>A. Eligibility and Need Criteria.....</del>	<del>74</del>
	<del>B. Program Location.....</del>	<del>74</del>
	<del>C. Literacy program.....</del>	<del>75</del>
	<del>D. Staff Development.....</del>	<del>75</del>
	<del>E. Parent Education.....</del>	<del>75</del>
	<del>F. Program Coordinator.....</del>	<del>75</del>
<del>II.</del>	<del>CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS</del>	
	<del>A. Program location.....</del>	<del>75</del>
	<del>B. Family Literacy Services.....</del>	<del>75</del>

- Amend Section I., DEFINITIONS as follows (p.5 & 6)



"CSPP eligible four-year-old children" means children who will have their fourth birthday on or before ~~December~~ November 1 of the fiscal year in which they are enrolled in a California state preschool program.

"CSPP eligible three-year-old children" means children who will have their third birthday on or before ~~December~~ November 1 of the fiscal year in which they are enrolled in a California state preschool program.

"Family child care home education network" means an entity organized under law that contracts with the Department pursuant to EC Section 8245 to make payments to licensed family child care home providers and to provide education and support services to those providers and to children and families eligible for state-subsidized child care and development services. A family child care home education network may also be referred to as a family child care home system.

- Delete Section II.A.3, GENERAL PROVISIONS, Notification of Address Change as follows (page 14):

~~For proposed site changes for Prekindergarten and Family Literacy Part and Full Day programs, a request must be submitted to the CDD and shall include:~~

- ~~a. The name and address of the current program location;~~
- ~~b. The name and address of the proposed program location;~~
- ~~c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and~~
- ~~d. The site license for the proposed program location.~~

~~Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in EC Section 8238.4(a)(2).~~

~~The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.~~

- Amend Section I.A, STATE PRESCHOOL PROGRAM, Operational Requirements as follows (page 42)

I. OPERATIONAL REQUIREMENTS (EC 8235(d) and (f))

~~The California state preschool program (CSPP) consists of part day, part-year services; or full day, full-year services. At their discretion, CSPP contractors have the option of operating a combination of both shall operate as follows: or~~

- A. ~~Part-day, part-year California state preschool services that shall be available at least three hours and less than 3 hours and 59 minutes each day, for at least 175 days per year, unless the contract indicates a lower number of days. Services shall include age-~~



appropriate, planned, educational activities throughout each program day that address all developmental domains contained in CDE's Desired Results Development Profiles and shall not include a scheduled nap period. The families of children enrolled for part-day services shall establish eligibility pursuant to Section II.A and B below.

- B. ~~Full-day, full-year California state preschool services that shall be available for families that establish a need beyond the part-day services. Full-day services shall be available for at least 246 days per year, unless the contract indicates a lower number of days, and the number of hours necessary to meet the child care and development needs of the families being served. Services must include age-appropriate, planned, educational activities throughout each program day that address all developmental domains contained in CDE's Desired Results Developmental Profiles. The families of children enrolled for full-day services shall establish eligibility and need pursuant to Section II.A, II.B, and II.C below.~~

The contractor may commingle children enrolled to receive full-day services with children enrolled to receive part-day services, provided that the operational requirements of both program components, as described in I.A and I.B above, are met. Days and hours of operation for commingled services shall be configured, to the extent feasible, to meet the needs of families. Contractors operating a combination of both the part-day and full-day services must permit children to move between full-day and part-day services based on the certified need of their families. ~~In these cases where a family's certified need changes and the contractor operates only a full-day program, the contractor is required to ensure that the provisions of EC Section EC 8263(c) regarding continuity of care are applied.~~ Contractors providing California state preschool program part-day services may only enroll children for one part-day period per day of enrollment.

• Amend Section II.A, ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION, General Requirements as follows (page 42):

- A. General Requirements (EC 8201(a), EC 8263(a)(1) and 5CCR 18107)

To receive California state preschool program services, children shall be three or four years old as defined in the Definitions section above.

To receive California state preschool programs services, families shall meet the eligibility criteria as specified in Section II.B below. Families receiving full-day, full-year services pursuant to I.B above, shall meet both the eligibility and need criteria as specified in sections II.B and II.C below.

In addition to meeting eligibility and/or need requirements, to be eligible for services the child must live in the State of California while services are being received. Evidence of a street address or post office address in California will be sufficient to establish residency. A person identified as homeless pursuant to Section I, Definition of "Homeless" is exempted from



this requirement and shall submit a declaration of intent to reside in California.

The governing board of a school district, community college district, or a county superintendent of schools may accommodate children residing outside the district boundaries in accordance with EC 8322(a). The determination of eligibility shall be without regard to the immigration status of the child or the child's parent(s) unless the child or the child's parent(s) is under a final order of deportation from the United States Department of Homeland Security.

- Amend Section II.B, ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION, Eligibility Criteria as follows (page 43):

**B. Eligibility Criteria (EC 8235(c) and 8263(a)(1))**

Eligibility shall be established by 1, 2, 3, or 4 below:

1. Family is a cash aid recipient.
2. Family is income eligible
3. Family is homeless
4. Family has a child who is at risk of abuse, neglect, or exploitation, or receiving child protective services through the county welfare department

Contractors providing ~~part-day, part-year~~ services pursuant to I.A above:

1. Shall establish a family's eligibility once at the beginning of the program year or when initially enrolled.
2. May enroll children whose family's income is no more than 15 percent above the income eligibility threshold, as described in EC 8263 and 8263.1:
  - a. After all eligible children are enrolled pursuant to admission priorities described in section IV below, and
  - b. No more than 10 percent of children enrolled, calculated throughout the participating program's entire contract, are filled with children in families that are above the income eligibility threshold.

- Amend Section II.C, ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION, Need Criteria as follows (page 44):

**C. Need Criteria (EC 8261, 8263(a)(2), 8265 and 5CCR 18085.5(b))**

For ~~full-day, full-year~~ services, need shall be established by 1 or 2 below:

1. Child protective services or at risk of abuse, neglect, or exploitation as defined in the Definitions Section
2. The parent(s) and any other adult counted in the family size are any of the following:



- a. Employed
  - b. Seeking employment
  - c. Participating in vocational training leading directly to a recognized trade, paraprofession, or profession
  - d. Homeless and seeking permanent housing for family stability
  - e. Incapacitated
3. Full-day, full-year services shall only be available to the extent to which:
- a. The parent meets a need criterion as specified in Section II.C.2 above that precludes the provision of care and supervision of the family's child for some of the day;
  - b. There is no parent in the family capable of providing care for the family's child during the time services are requested; and
  - c. Supervision of the family's child is not otherwise being provided by school or another person or entity.

D. Certification of Eligibility and/or Need (EC 8237, 8261, 8261.5, 8263, 8269, 5CCR 18081, 18094, 18095, and 18102)

The contractor shall designate the staff person authorized to certify eligibility and need. Prior to initial enrollment and at the time of update or recertification, an authorized representative of the contractor shall:

- 1. Certify each family's/child's eligibility and/or need for child care and development services after reviewing the completed application (as described in Section II.F below) and documentation contained in the family data file.
- 2. Issue a Notice of Action, Application for Services as described in Section XI.A below or a Notice of Action, Recipient of Services as described in Section XI.B below.

Families eligible for full-day, full-year services shall:

- 1. At the time of certification and recertification, be informed of their responsibility to notify the contractor, within five (5) calendar days, of any changes in family income, family size, or need for California state preschool program services at the time of certification and recertification,
- 2. Be informed that subsequent to enrollment, a child remains eligible for the portion of the day that is less than four hours and provides age-appropriate, planned, educational activities that address all developmental domains contained in CDE's Desired Results Development Profiles, and does not include a scheduled nap period, for the remainder of the program year.

When a child's residence alternates between the homes of separated or divorced parents, eligibility, need and fees should be determined separately for each household in which the child is residing during the time

child development services are needed (i.e., separate certifications and service agreements). For example, a child may be certified during part of the week and full cost the rest of the week.

• Amend Section II.G., ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION, Documentation and Determination of Family Size (page 46)

G. Documentation and Determination of Family Size (EC 8250, 8261, 8263 and 5CCR 18100)

1. The information provided in II.F.1 and II.F.2 above shall be used to determine family size. The parent shall provide supporting documentation regarding the number of children and parents in the family.

a. The number of children shall be documented by providing one of the following documents, as applicable:

1. Birth certificates;
2. Court orders regarding child custody;
3. Adoption documents;
4. Records of Foster Care placements;
5. School or medical records;
6. County welfare department records; or
7. Other reliable documentation indicating the relationship of the child to the parent.

b. When only one parent has signed the application and the information provided pursuant to Section II.G.1.a above indicates the child(ren) in the family has another parent whose name does not appear on the application, then the presence or absence of that parent shall be documented by providing any one of the following documents, as applicable:

1. Records of marriage, divorce, domestic partnership or legal separation;
2. Court-ordered child custody arrangements;
3. Evidence that the parent signing the application is receiving child support payments from that person, has filed for child support with the appropriate local agency, or has executed documents with that agency declining to file for child support;
4. Rental receipts or agreements, contracts, utility bills or other documents for the residence of the family indicating that the parent is the responsible party; or
5. Any other documentation, excluding a self-declaration except as provided in Section II.G.1.c below, to



confirm the presence or absence of a parent of a child in the family.

- c. If, due to the recent departure of a parent from the family, the remaining applicant parent cannot provide any documentation pursuant to Section II.G.1.b above, the applicant parent may submit a self-declaration signed under penalty of perjury explaining the absence of that parent from the family. Within six months of applying or reporting this change in family size, the parent must provide documentation pursuant to Section II.G.1.b above.
2. If the information provided by the parent is insufficient, the contractor shall request any additional documentation necessary from Section II.G.1.a above to verify the family composition and family size.
3. For income eligibility and family fee purposes, when a child and his or her siblings are living in a family that does not include their biological or adoptive parent, only the child and related siblings shall be counted to determine family size. In these cases, the adult(s) must meet a need criterion as specified in Section II.C above to receive full-day, full-year services pursuant to I.B above.

• Amend Section II.U, ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION, Updating the Application (page 58)

U. Updating the Application (EC 8261, 8263 and 5CCR 18103(b))

Contractors providing full-day, full-year services, shall update the family's application to document continued need and eligibility and to determine any change to fee assessment, if applicable, as follows:

1. For migrant and other seasonally employed families, the application shall be updated within thirty (30) days whenever there is a change in family size or need if need is based on training or incapacity of the parent.
2. For all other families, the application shall be updated within thirty (30) calendar days whenever there is a change in family income, family size, or need for services.

A child receiving California state preschool full-day, full-year services remains eligible for part-day, part-year services, regardless of continued need and/or eligibility.

The requirement for updating the files does not apply to families receiving services because the child is receiving child protective services or at risk of abuse, neglect or exploitation.

- Amend Section II.V, ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION, Recertification (page 59):

V. Recertification (EC 8261, 8263(b)(1)(B) and (C))

After initial certification and enrollment, the contractor shall verify need and eligibility and recertify each family/child receiving services as follows:

1. Families receiving full-day, ~~full-year~~ services because the eligible child is at risk of abuse, neglect or exploitation are limited to receiving child care and development services for up to three (3) months. The family can continue to receive child care and development services based on any of the following reasons:
  - a. The child is receiving protective services and child care and development services are part of the case plan
  - b. The family meets other need and eligibility criteria pursuant to Section II.B and II.C above
2. Families receiving full-day, ~~full-year~~ services because the eligible child is receiving child protective services shall be recertified at least every twelve (12) months. Recertification must be completed prior to the date identified on the child protective services referral as the duration of care. Families may continue to receive full-day, ~~full-year~~ services for child protective services children as needed, if the county welfare department, child welfare services worker certifies that the family continues to receive child protective services and that child care and development services are part of the case plan or if the family meets other need and eligibility criteria pursuant to Section II.B and II.C above.
3. Families receiving full-day, ~~full-year~~ services shall be recertified at least once each contract period and at intervals not to exceed twelve (12) months. Eligible children in families that do not meet eligibility and/or need for full-day, ~~full-year~~ services in a California state preschool program may continue to receive part-day, ~~part-year~~ depending on the availability of such services.

- Amend Section IV.E. ADMISSION PRIORITIES (page 60):

E. ~~For part-day, part-year service only~~, CSPP eligible four-year-old children from over income families shall be admitted before CSPP eligible three-year-old children from over income families, up to the percentage allowed pursuant to EC 8235(c) or 8238.4(a)(1), whichever is applicable

**Housing and Community Development Child Care and Development Programs:** If the face sheet of this agreement specifies an amount for Housing and Community Development, expanded services shall be provided in accordance with the following priorities.

First priority for child care and development program services shall be given to residents with CSPP age eligible children occupying assisted units (as defined in California *Code of Regulations*, Title 25, Housing and Community Development, Section 8111 and identified in the Family



Housing Demonstration Program Regulatory Agreement) within the housing development who meet eligibility and need requirements specified in sections II.A, II.B and II.C above. Within this priority, the families with the lowest income ranking shall be admitted first. If more than one family meets this criterion, the family that has a child with exceptional needs shall be admitted first. If none of the families has a child with exceptional needs, the family that has been on the waiting list for the longest time shall be admitted first.

Second priority for child care and development program services will be given to other residents of the housing development not residing in assisted units who need child care and met the need and eligibility requirements specified in sections II.A, II.B, and II.C above. Within the second priority, families with the lowest per capita income shall be admitted first.

Third priority for child care and development program services will be given to families residing outside of the housing development. Within this priority, the families with the lowest per capita income shall be admitted first.

Families whose children are receiving child protective services or families whose children are at risk of being neglected, abused, or exploited do not have priority in Housing and Community Development child care and development programs.

In accordance with EC Section 8263(b)(3), the CDE may grant a waiver to the priorities specified above in order for the contractor to serve specific populations. Requests may not include waiver of the fee schedule or admission of ineligible families. Waiver requests shall be submitted to the CDD and approved prior to implementation.

- Amend Section V.B, POLICIES AND PROCEDURES as follows (page 61):

## V. POLICIES AND PROCEDURES

### B. ~~Centralized Eligibility Waiting List (CEL) and Displacement (EC 8227(e), 8261, 8263 and 5CCR 18106)~~

~~Contractors shall participate in and use the county centralized eligibility list shall maintain a current waiting list in accordance with admission priorities. Contractors may satisfy this requirement by participating in a county child care centralized eligibility list. When filling vacancies, contractors shall contact applicants in order of priority from the waiting list CEL; walk-in families may be considered and merged with the CEL in priority order. Families shall be enrolled in accordance with admission priorities above.~~

~~A contractor operating a campus child care and development program pursuant to EC Section 66060, may utilize a waiting list developed at its local site to fill vacancies of its specific population in accordance with admission priorities. Child care and development program contractors described in this paragraph~~

~~shall refer parents seeking subsidized child care for whom the program is not able to provide child care and development services to the centralized eligibility list administrator.~~

If it is necessary to displace families, families shall be displaced in reverse order of admission priorities.

C. Head Start Collaborative Full-Day Programs (5CCR 18131.1)

~~When collaborative full-day services are provided with CSPP funding and when the CSPP contractor is also a Head Start grantee or delegate agency or has a signed collaboration agreement with a Head Start grantee or delegate agency, the contractor shall:~~

1. ~~Search the county centralized eligibility list (CEL) their waiting list for eligible children whose family income is at or below the had Head Start income guidelines, who need full-day services, and, if the information is included in the waiting list the CEL, the Head Start enrollment priorities:~~
2. Give first priority for services to eligible children based on IV.B above;
3. Give second priority for services to children drawn from the waiting list ~~CEL~~ search and other eligible children from families with incomes not to exceed the exceptions specified in 5CCR Section 18133, who meet Head Start enrollment priorities, as these children shall be deemed as meeting the priorities specified in IV.B above.

• Amend Section II.A, FEE SCHEDULE, Fee Assessment (page 62):

II. FEE SCHEDULE (EC 8263, 5CCR 18108 and 18109)

A. Fee Assessment

Contractors shall use a fee schedule prepared and issued by the CDD. The contractor shall utilize the following factors in determining the fee to be assessed and collected for each family:

1. The adjusted monthly family income
2. Family size
3. Based on the total number of hours for each day of the child's certified schedule as follows:
  - a. ~~No fee for any day the child is certified for less than 4 hours.~~
  - b. a. Part-time fee for each day the child is certified for four hours ~~to less than 6.5 hours.~~
  - c. b. Full-time fee for each day the child is certified for 6.5 hours or more.

If the family has more than one child in any child care and development program, the fee shall be assessed and collected



based on the child who is enrolled for the longest period (most hours). The fee assessed and collected shall be either the fee indicated on the fee schedule, the actual costs of services or the contract maximum daily rate, whichever is least. No adjustment shall be made for excused or unexcused absences. The fee shall be the full portion of the family's cost for services. If the parent(s) works on a fluctuating schedule, the fee may be estimated and adjusted the following month.

The contractor shall maintain a record of each family's fee assessment, the effective date(s) of each fee increase or decrease, the dates and amounts of fees collected and any amounts which are delinquent. The contractor shall provide the family a copy of and explain to the parent(s) the contractor's policies regarding fee assessment and collection and the possible consequences for delinquent payment of fees.

For child protective services and at risk children, that do not have a fee exemption as specified in section VI.B below, in families whose total countable income is over seventy percent (70%) of the state median income, based on the family fee schedule, the family will pay the amount of fees assessed to a family whose total countable income is seventy percent (70%) of the state median income.

**B. Exclusions from Fee Assessment (EC 8250, 8263(g)(1), 8447(g) and 5CCR 18110)**

No fees shall be collected from families:

1. With an income level that, in relation to family size, is less than the first entry in the fee schedule, ~~or~~
2. In which any individual counted in the family size is receiving CalWORKs cash aid, ~~or~~
3. ~~Whose child is receiving part day/part year services pursuant to EC 8235(d) in a California state preschool program.~~

Families receiving services because the child is at risk of abuse, neglect, or exploitation, may be exempt from paying fees for up to three (3) months if the referral prepared by a legally qualified professional from a legal, medical, or social services agency, or emergency shelter specifies that it is necessary to exempt the family from paying a fee.

Families receiving services because the child is receiving protective services may be exempt from paying fees for up to twelve (12) months if the referral prepared by the county welfare department, child welfare services worker specifies that it is necessary to exempt the family from paying a fee.

The cumulative period of time of fee exemption for families receiving services because the child is at risk of abuse, neglect, or

exploitation or for families receiving child care services because the child is receiving protective services shall not exceed twelve (12) months.

- Amend Section X., MINIMUM HOURS AND DAYS OF OPERATION as follows (page 66):

X. MINIMUM HOURS AND DAYS OF OPERATION (EC 8235(d) and (f))

Contractors providing part-day, ~~part-year California state preschool~~ services shall operate a minimum of 3 hours per day for a minimum of 175 days per year, unless the child development contract specifies a lower minimum days of operation.

Contractor providing a full-day, ~~full-year California state preschool~~ services shall operate the number of hours needed to meet the child care needs of the families for a minimum of 246 days per year, unless the child development contract specifies a lower minimum days of operation.

- Amend Section XI.A, DUE PROCESS REQUIREMENTS as follows (page 66):

XI. DUE PROCESS REQUIREMENTS

A Notice of Action, Application for Services; Notice of Approval or Denial (EC 8237, 8261, 8263, 5CCR 18094 and 18118)

The contractor's decision to approve or deny services shall be communicated to the applicant by mailing or delivering a written statement referred to as a Notice of Action, Application for Services within thirty (30) calendar days from the date the application is signed by the parent(s).

The Notice of Action, Application for Services shall include:

1. The applicant's name and address
2. The contractor's name and address
3. The name and telephone number of the contractor's authorized representative who made the decision
4. The date of the notice. For families being certified to receive part-day, ~~part-year~~ services pursuant to I.A above, the NOA may be issued up to one hundred twenty (120) calendar days prior to the first day of the beginning of the new program year.
5. The method of distribution of the notice

If services are approved, the notice shall also contain:

1. Basis of eligibility
2. Daily/hourly fee, if applicable
3. Duration of the eligibility
4. Names of children approved to receive services
5. Hours of service approved for each day



If the services are denied, the notice shall contain:

1. The basis of denial
2. Instructions for the parent(s) on how to request a hearing if they do not agree with the contractor's decision in accordance with procedures specified in sections XI.D and XI.E below

- Delete the entire Section, PREKINDERGARTEN AND FAMILY LITERACY PROGRAM COMPONENT CONTRACT REQUIREMENTS, Fiscal Year 2012-13 as follows:

~~**PREKINDERGARTEN AND FAMILY LITERACY PROGRAM COMPONENT  
CONTRACT REQUIREMENTS**~~

~~**Fiscal Year 2012-13**~~

~~Contractors receiving funding to operate a Pre-Kindergarten and Family Literacy Program shall operate its program in adherence to one of the following requirements:~~

~~I. **TRADITIONAL PRE-KINDERGARTEN AND FAMILY LITERACY REQUIREMENTS**~~

~~Notwithstanding any provisions in funding terms and conditions to the contrary, contractors shall adhere to the following requirements:~~

~~A. **Eligibility and Need Criteria (EC 8238.4)**~~

- ~~1. Children must be four (4) years old on or before December 2 of the fiscal year they are enrolled in the program and may only participate for one year.~~
- ~~2. A family shall establish eligibility only once at when initially enrolled. The child shall continue to receive services for the entire program year regardless of changes in the family's eligibility status.~~
- ~~3. For full day, full year services, a family must establish a need for care beyond the three hours and less than 3 hours and 59 minutes part day portion of the day. Need shall be established only once at the time of initial enrollment.~~
- ~~4. If the number of contracted slots exceeds the number of eligible children, the contractor may enroll children in families above the income eligibility threshold. However, no more than twenty percent (20%) of contracted slots calculated throughout the participating program's entire contract, may be filled with children in families that are above the income eligibility threshold.~~

~~B. **Program Location**~~

- ~~1. Programs shall be located in the attendance area of elementary schools in deciles 1 to 3, based on 2005 Academic Performance Index (API) pursuant to EC 52056.~~
- ~~2. For proposed site changes contractors shall submit a request to the~~

CDD that includes:

- a. The name and address of the current program location;
- b. The name and address of the proposed program location;
- c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and
- d. The site license for the proposed program location.

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

C. Literacy Program (EC 8238)

Each program shall include, but not be limited to, the following:

1. Age and developmentally appropriate activities for children in participating classrooms that are designed to facilitate their transition to kindergarten
2. Opportunities for parents and legal guardians to participate in interactive literacy activities that facilitate the acquisition of prereading skills by their children

D. Staff Development (EC 8238.3)

Each contractor shall provide staff development for teachers in participating classrooms that includes, but is not limited to, all of the following:

1. Development of a pedagogical knowledge including, but not limited to, improved instructional strategies
2. Knowledge and application of developmentally appropriate assessments of the pre-reading skills of children in participating classrooms
3. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities

E. Parent Education (EC 8238.1)

Each contractor shall coordinate the provision of all of the following:

1. Parenting education to support the development by their children of literacy skills. Parenting education shall include, but not be limited to, instruction in all of the following:
  - a. Providing support for the education growth and success of their children.
  - b. Improving the parent school communications and parental



~~understanding of school structures and expectations~~

~~e. Becoming active partners with teachers in the education of their children~~

~~2. Referrals, as necessary, to providers of instruction in adult education and English as a second language in order to improve the academic skills of parents and legal guardians of children in participating classrooms.~~

~~F. Program Coordinator (EC 8238.2)~~

~~A Local Educational Agency or a participating program on behalf of one or more prekindergarten and family literacy programs, may select a family literacy and education coordinator to facilitate delivery of family literacy, staff development, and instructional material selection. A program coordinator's duties may include the following:~~

~~1. Develop a system to coordinate the provision of literacy services to families at the local education agency and community level~~

~~2. Create an organizational partnership between each program provider and an adult education program operated by a local educational agency or other community provider, as needed~~

~~3. Promote parental involvement in participating classrooms~~

**II. CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS**

~~Notwithstanding any provisions in funding terms and conditions to the contrary, contractors operating as a California state preschool program shall adhere to the following requirements:~~

~~A. Program Location (EC 8238.4)~~

~~1. Programs shall be located in the attendance area of elementary schools in deciles 1 to 3, based on 2005 Academic Performance Index (API) pursuant to EC 52056.~~

~~2. For proposed site changes contractors shall submit a request to the CDD that includes:~~

~~a. The name and address of the current program location;~~

~~b. The name and address of the proposed program location;~~

~~c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and~~

~~d. The site license for the proposed program location.~~

~~3. Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in EC 8238.4(a)(2). The CDD shall approve or deny the request within thirty (30) calendar days of~~

receipt of the request.

B. Family Literacy Services (EC 8238)

1. Literacy Program

Each program shall include, but not be limited to, the following:

- a. Age and developmentally appropriate activities for children in participating classrooms that are designed to facilitate their transition to kindergarten
- b. Opportunities for parents and legal guardians to participate in interactive literacy activities that facilitate the acquisition of pre-reading skills by their children

2. Staff Development (EC 8238.3)

Each contractor shall provide staff development for teachers in participating classrooms that includes, but is not limited to, all of 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. Parent Education (EC 8238.1)

Each contractor shall coordinate the provision of all of the following:

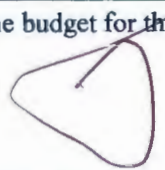
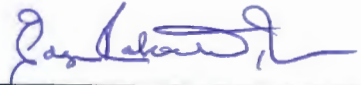
- a. Parenting education to support the development by their children of literacy skills. Parenting education shall include, but not be limited to, instruction in all of the following:
  1. Providing support for the education growth and success of their children.
  2. Improving the parent-school communications and parental understanding of school structures and expectations
  3. Becoming active partners with teachers in the education of their children
- b. Referrals, as necessary, to providers of instruction in adult education and English as a second language in order to improve the academic skills of parents and legal guardians of children in participating classrooms.

4. Program Coordinator (EC 8238.2)

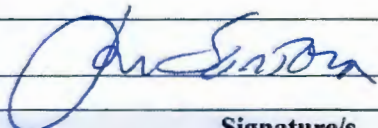


OUSD Grants Management Face Sheet

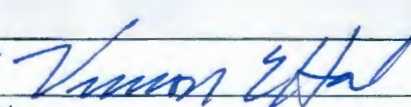
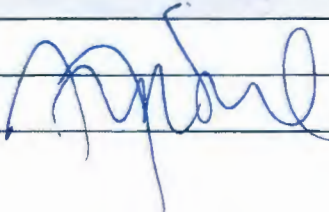
<b>Title of Grant:</b> CSPP-2019 Amendment 01	<b>Funding Cycle Dates:</b> July 2012-June 2013
<b>Grant's Fiscal Agent:</b> OUSD/ECE 746 Grand Ave, Oakland, CA 94610 510-273-1616	<b>Grant Amount for Full Funding Cycle:</b> \$10,241,810
<b>Funding Agency:</b> California Department of Education	<b>Grant Focus:</b> Child Development
<b>List all School(s) or Department(s) to be Served:</b> All Child development preschool classrooms.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant supports all of the child development centers and the State Preschool classrooms.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	The Annual Agency plan will determine the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, it funds the majority of our Early Childhood staff.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 4.57% 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  David Kakishiba, President, Board of Education
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	John Santoro 746 Grand Ave Oakland, CA 94610 510-273-1616   Edgar Rakestraw, Secretary, Board of Education

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head	John Santoro		12/12/2012

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		12/18/12

File ID Number	12-2484
Introduction Date	9-27-12
Enactment Number	12-2472
Enactment Date	9-27-12
By	<i>[Signature]</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

July 6, 2012

To: Board of Education  
From: Tony Smith, Superintendent  
Vernon Hal, Deputy Superintendent, Business & Operations  
Subject: District Submitting Grant Proposal

**ACTION REQUESTED:** Acceptance by the Board of Education of District grant agreement for Early Childhood Education programming for fiscal years 2012-13, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant agreements for OUSD schools for the 2012-2013 fiscal year that benefit the Early Childhood Education Department are submitted for Board acceptance and approval as indicated in the chart below. Grant agreement packets are available for review through the Board Secretary's Office and will be electronically available within one week of the board meeting through Legistar. Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
12-2484	Yes	CSPP Grant	Oakland Unified School District for Early Childhood Education Department	The grant will provide funding for the California State Preschool Program	7/1/12-6/30/13	California Department of Education	\$9,323,209.00

**DISCUSSION:**

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

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

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

**FISCAL IMPACT:**

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

- Grants valued at: \$9,323,209.00

**RECOMMENDATION:**

Acceptance by the Board of Education of District grant amendments for Early Childhood Education programming for fiscal years 2012-2013, pursuant to the terms and conditions thereof, if any.



**ATTACHMENTS**

CSPP-2019 FY 2012-13

**RESOLUTION**

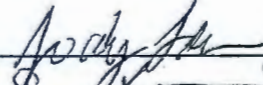
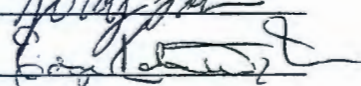
1213-0029

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.

**RESOLUTION**

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

authorizes entering into local agreement number/s CSPP-2019 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jody London</u>	<u>President, Board of Education</u>	
<u>Edgar Rakestraw, Jr.</u>	<u>Secretary, Board of Education</u>	
_____	_____	_____

PASSED AND ADOPTED THIS 27th day of September 20012-13, by the Governing Board of Oakland Unified School District of Alameda County, California.

I, Edgar Rakestraw, Jr., **Secretary** Clerk of the Governing Board of Oakland Unified School District, of Alameda County,

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

  
(Clerk's signature)  
Secretary's

September 28, 2012  
(Date)





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

**F.Y. 12 - 13**

**DATE:** July 01, 2012

**CONTRACT NUMBER:** CSPP-2019

**PROGRAM TYPE:** CALIFORNIA STATE  
 PRESCHOOL PROGRAM

**PROJECT NUMBER:** 01-6125-00-2

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** OAKLAND UNIFIED SCHOOL DISTRICT

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

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.49 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$9,323,209.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 230,260.0

Minimum Days of Operation (MDO) Requirement 243

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

Exhibit A, General Terms and Conditions attached.

Jody London  
 President, Board of Education

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Edgar Rakestraw, Jr., Secretary	
TITLE Contracts, Purchasing & Conference Services		ADDRESS Board of Education	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,323,209	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 9,323,209	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	



CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-2019

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,040,863	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,040,863	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,122,828	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,122,828	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,023,937	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,023,937	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,014,718	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,014,718	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			


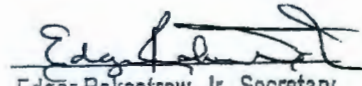
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 120,863	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 24818-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 120,863	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	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	

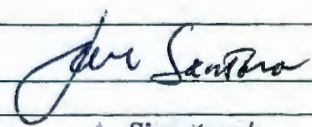


OUSD Grants Management Face Sheet

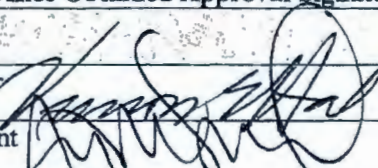
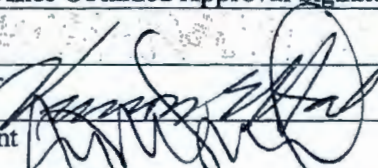
<b>Title of Grant:</b> CSPP-2019	<b>Funding Cycle Dates:</b> July 2012-June 2013
<b>Grant's Fiscal Agent:</b> OUSD/ECE 495 Jones Ave, Oakland, CA 94603 639-3340	<b>Grant Amount for Full Funding Cycle:</b> \$9,323,209.00
<b>Funding Agency:</b> California Department of Education	<b>Grant Focus:</b> Child Development
<b>List all School(s) or Department(s) to be Served:</b> All Child Development classrooms.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant supports all of the child development centers and the State Preschool classrooms.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	The Annual Agency plan will determine the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, it funds the majority of our Early Childhood staff.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Indirect costs are a part of the budget for this grant.   Jody London President, Board of Education
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   Edgar Rakestraw, Jr., Secretary Board of Education
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	John Santoro 495 Jones Ave Oakland 510- 639-3340 john.santoro@ousd.k12.ca.us

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head	John Santoro		07/6/2012


**Grant Office Obtained Approval Signatures:**

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

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> OAKLAND UNIFIED SCHOOL DISTRICT		<i>Federal ID Number</i> 94-6000385
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Edgar Rakestraw, Jr., Secretary		
<i>Date Executed</i> 9/28/12	<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





CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Date: June 1, 2012

Dear Executive Directors, Child Development Programs:

### **2012-13 CHILD DEVELOPMENT CONTRACTS**

Please find attached a summary of the Funding Terms and Conditions (FT&Cs) changes for Fiscal Year 2012-13 (FY) (Attachment A) and a list of contract types and prefixes for the Child Care and Development (CCD) contracts. To date, all child care and development programs will continue in the FY 2012-13.

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

There are a few changes to the 2012-13 contracts funding terms and conditions as well as, the contract(s). The CDE is using May Revise funding levels while waiting for the final outcome of the policy changes. Therefore, CDE is rolling out the Child Care Contracts with minimal changes with the expectation of amendments after the budget is signed. The contract packet includes the GTC-610, General Terms and Conditions for state contracts and the CCC-307, Contractor Certification Clauses, which must be signed and returned by the contractor, along with the two signed contracts. For Interagency Agreements, the GIA-610 is included.

There are a few changes in the Definitions section and Requirements section (see summary of changes attached), however, you should be familiar with all contract requirements.

The CDE encourages you to read the General Terms and Conditions (GTC-610/GIA-610). For those contracts that incorporate the GTC-610, it is necessary that you sign and return the CCC-307 with your signed contract or CDE will be unable to process your contract. **Please sign and return your contract(s) and all appropriate documents to the CDE Contracts, Purchasing and Conference Services Office (CPCSO), as soon as possible, to ensure timely receipt of your first apportionment.** Public agencies needing to obtain a resolution may forward their signed contracts, prior to formal board action (local policies permitting), if a letter is included indicating when

June 1, 2012  
Page 2

the board will meet and that the required resolution will be forwarded to the CPCSO at that time.

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

Sincerely,



Sharon Taylor, Director  
Fiscal and Administrative Services Division

ST:dm  
Attachments





CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 1, 2012

Dear Director of Child Development Programs:

**FISCAL YEAR 2012-13 CHILD DEVELOPMENT CONTRACT(S)**

Enclosed please find your contract(s) for Alternative Payment Program (CAPP), CalWORKs Stage 2 (C2AP), and/or CalWORKs Stage 3 (C3AP) for Fiscal Year (FY) 2012-13. Contracts for General Child Care (CCTR), California State Preschool (CSPP), Migrant (CMIG), Family Child Care Homes (CFCC), and/or Allowance for Handicapped (CHAN) are forthcoming.

You were previously notified by the California Department of Education (CDE) that FY 2012-13 contracts would be rolled based on FY 2011-12 (current year) terms rather than the Administration's proposed budget released in January 2012. The exceptions were the CAPP, C2AP, and C3AP contracts for which the CDE would await May Revise to determine how these contracts would be rolled. The CDE has changed the decision to issue contracts based on current year and instead will roll all FY 2012-13 child development contracts based on the Administration's May Revision.

Although we are using May Revise funding levels, contract terms do not reflect any of the proposed May Revise policy changes. All contract MRAs, except C2AP, were calculated with an across-the-board percent-to-total reduction. C2AP contract allocations are calculated using March 2012 caseload data. Please note that one-time reductions effected in FY 2011-12 were restored (including those that mitigated the mid-year trigger cut) prior to the percent to total calculation. In addition, program cut percentages were reduced by the use of unallocated funding made available through Contract Review. Please note that these contracts are no indication or prediction of Budget action yet to be undertaken by the Legislature, and should thus be considered a placeholder until the Budget Act is adopted.

For CAPP, C2AP, and C3AP, May Revise continues to propose the administrative restructuring of child care with all of the funding for these contract types budgeted within the Alternative Payment schedule and the understanding that these three programs would be combined into one contract. Due to Superintendent Torlakson's continued opposition to realignment of child care programs and the drastic child care cuts proposed by the Administration as well as the belief that the Administration's proposal will be significantly restructured by the Legislature, the CDE is issuing individual CAPP, C2AP, and C3AP contracts for FY 2012-13.

June 1, 2012

Page 2

Be assured that the CDE is diligently working with the Legislature to protect child care and development programs and minimize the effects of budget cuts on our programs. It is expected that May Revise is the worse-case scenario, and contract amendments with new terms will be necessary once the FY 2012-13 Budget is signed into law. The CDE will make every effort to inform you of new contract terms as quickly as possible once the Budget Act has been approved.

Thank you for your continued support and service to children and families of California, as well as your patience in these difficult fiscal times. If you have any questions, please feel free to contact your assigned fiscal analyst.

Sincerely,



Roxanne Eres, Division Director  
Fiscal and Administrative Services Division  
Services for Administrative, Finance, Technology and Infrastructure Branch

RE:ey  
Enclosure



## Attachment A

### 2012-13 FT&Cs Summary of Changes

#### All Programs

Revisions below are in addition to changes made with the 2011-12 amendments which are incorporated for all contract types.

- Updated audit timelines to reflect audit due dates for 2012-13 under the Accounting and Reporting Requirements Section.

#### Center Based Child Care Programs

- Revised language in Section I.A, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation for clarity of preferred placement for 11 and 12 year olds to match regulations and code (Page 53).
- Revised Section I.A, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation for grammatical changes (page 54).
- Revised language in Section I.N, General Child Care and Development Program Requirements, Documentation of Training towards Vocational Goals; Service Limitations for clarity (page 66).
- Revised Section III. B, General Child Care and Development Program Requirements, Admission Priorities for clarity (page 74).
- Revised Section IV. B, General Child Care and Development Program Requirements, Policies and Procedures pursuant with Ch.7, SB 70, Statutes of 2011 (page 76).
- Revised Section V. A, General Child Care and Development Program Requirements, Fee Schedule pursuant with Ch. 33. SB 87, Statutes of 2011 (page 76).

June 1, 2012

Page 4

- Revised language in Section IV. C, General Child Care and Development Program Requirements, Policies and Procedures corrected Education Code incorrectly cited (page 76).
- Revised Section II. E, General Child Care and Development Program Quality Requirements, Developmental Profile for clarity (page 87).

#### **Alternative Payment Programs**

- Corrected code citation in Section 1.A, Child Care and Development Alternative Payment Program Requirements, Eligibility and Need Criteria and Documentation, General Requirements (page 51).
- Revised language in Section I.A, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation, General Requirements, for clarity of preferred placement for 11 and 12 year olds to align with EC 8263.4 (Page 51).
- Revised language in Section I.B, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation, Eligibility Criteria for clarity (Page 52).
- Revised language in Section I.C, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation, Need Criteria for clarity (Page 52).
- Revised language in Section I.T, General Child Care and Development Program Requirements, Eligibility and Need Criteria and Documentation, Documentation of At Risk of Abuse, Neglect or Exploitation to align with EC 8263(b)(1)(A) (Page 69).
- Revised language in Section III.B, General Child Care and Development Program Requirements, Admission Priorities for grammatical correction (Page 72).
- Revised language in Section IV.B, General Child Care and Development Program Requirements, Policies and Procedures, Waiting Lists and Displacement to align with the requirements of Ch. 33. SB 87, Statutes of 2022 which eliminated funding for CEL (Page 73).



June 1, 2012

Page 5

- Revised language in Section V.A, General Child Care and Development Program Requirements, Fee Schedule, Fee Assessment pursuant with Ch. 33. SB 87, Statutes of 2011 (page 74).
- Revised language in Section VII.I, General Child Care and Development Program Requirements, Information On Contractor Policies to align terminology regarding reimbursements to providers (Page 77).



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2012

**2012-13 Child Care and Development Contracts**

**REQUIRED ATTACHMENT CHECK LIST**

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

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

**Attachment Name/Description**

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



EXHIBIT A

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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



15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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



**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,



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).)



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.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

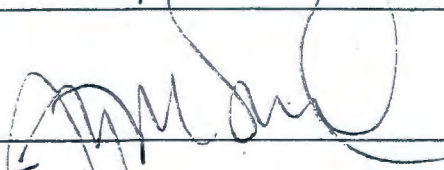
b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue,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


**ENVIRONMENTAL TOBACCO SMOKE ACT**

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

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

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

NAME OF APPLICANT (CONTRACT AGENCY)		CONTRACT #
		<b>cspp-2019</b>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Anthony Smith, Ph.D.		
SIGNATURE		DATE
		<b>9/28/2012</b>

  
**Jody London**  
Principal Investigator





Oakland Unified School District  
Early Childhood Education Department

Contract # CSPP-2019  
Federal Certification Place of Performance Attachment

Place of Performance	Street Address
Alice Street	250 - 17 <sup>th</sup> Street 94612
Emerson	4801 Lawton Avenue 94609
H. R. Tubman	800 - 33 <sup>rd</sup> Street 94608
Martin Luther King, Jr.	960A - 12 <sup>th</sup> Street 94607
Piedmont Avenue	86 Echo Avenue 94611
PLACE @ Prescott	920 Campbell Street 94607
Sankofa	581 - 61 <sup>st</sup> Street 94609
Yuk Yau	291 - 10 <sup>th</sup> Street 94607
Allendale	3670 Penniman Avenue 94619
Bella Vista	2410 - 10 <sup>th</sup> Avenue 94606
Bridges Academy @ Melrose	1325 - 53 <sup>rd</sup> Avenue 94601
Centro Infantil de la Raza	2660 East 16th Street 94601
Fruitvale	3200 Boston Avenue 94602
Garfield	1640 - 22nd Avenue 94606
International	2825 International Blvd 94601
Jefferson	1975 - 40 <sup>th</sup> Avenue 94601
Laurel	3825 California Street 94619
Manzanita	2618 Granda Vista 94601
Acorn Woodland/EnCompass	1025 - 81 <sup>st</sup> Avenue 946 21
Brookfield	401 Jones Avenue 94603
Burbank	3550 - 64th Avenue 94605
CUES Preschool	6701 East 14 <sup>th</sup> Street 94621
Highland	1322 - 86 <sup>th</sup> Avenue 94621
Hintil Kuu Ca	11850 Campus Drive 94619
Howard	8755 Fontaine Street 94605
Lockwood	1125 - 69 <sup>th</sup> Avenue 94621
REACH Academy Preschool	9860 Sunnyside Street 94603
Stonehurst @ Korematsu	10315 E Street 94603
Webster	7980 Plymouth Street 94621