

File ID Number	12-0994
Introduction Date	4/25/12
Enactment Number	12-1058
Enactment Date	4-25-12 JS
By	



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

April 25, 2012

To: Board of Education

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

Subject: District Grant Award Amendment No. 2 - General Childcare and Development Programs - FY 2011-12

**ACTION REQUESTED:**

Adoption by the Board of Education of Resolution No. 1112-0223 - Approving - Conditional - Amendment No. 2, Contract No. CCTR-1009, General Childcare and Development Programs, between District and the California Department of Education, reducing by \$1,120,000.00, from \$4,508,849.00 to \$3,388,849.00, the Maximum Reimbursable Amount (MRA) payable to District, pursuant to the terms and conditions of the Agreement, for the period of July 1, 2011 through June 30, 2012

**BACKGROUND:**

Grant Award Amendment No. 2 for FY 2011-12 District's General Childcare and Development Programs is submitted for review and approval by the Board of Education. The full packet of information is available in the Board of Education Legislative Information Center under the file ID Number stated at the top of this page.

File ID#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount (Reduction)
12-0994	Yes	CCTR 1009 Grant	Oakland Unified School District for Early Childhood Education Department	This is an amendment to reflect the mid-year 25% reduction to the California State General Child Care and Development Programs FY 2011-12	7/1/11-6/30/12	California Department of Education	\$4,508,849.00 -1,120,000.00 \$3,388,849.00

**DISCUSSION/FISCAL IMPACT:**

The District received a Grant amendment agreement, for the CCTR-1009 contract FY 2011-12, to reflect the mid-year 25% reduction to the California State Preschool Program. The Maximum Reimbursable Amount (MRA), for District, is reduced by \$1,210,000.00, from \$4,508,849.00 to \$3,388,849.00.

**RECOMMENDATION:**

Adoption by the Board of Education of Resolution No. 1112-0223 - Approving - Conditional - Amendment No. 2, Contract No. CCTR-1009, General Childcare and Development Programs, between District and the California Department of Education, reducing by \$1,120,000.00, from \$4,508,849.00 to \$3,388,849.00, the Maximum Reimbursable Amount (MRA) payable to District, pursuant to the terms and conditions of the Agreement, for the period of July 1, 2011 through June 30, 2012.

**ATTACHMENTS:**

Amendment No. 2, Grant Face Sheet

Grant Award Amendment No. 2, Conditional Local Agreement for Child Development Services-Reduction, General Child Care & Development Programs

Grant Award Amendment No. 1


Original Grant Award

OUSD Grants Management Face Sheet

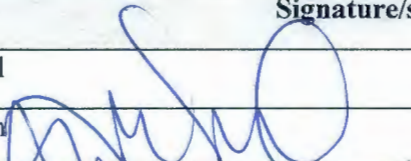
<b>Title of Grant:</b> CCTR-1009	<b>Funding Cycle Dates:</b> July 2011-June 2012
<b>Grant's Fiscal Agent:</b> OUSD/ECE 495 Jones Ave, Oakland, CA 94603 639-3340	<b>Grant Amount for Full Funding Cycle:</b> \$3,388,849.00
<b>Funding Agency:</b> State of California	<b>Grant Focus:</b> Child Development
<b>List all School(s) or Department(s) to be Served:</b> Child development classrooms including school age programs.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant supports some of the child development centers for school age programs.
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 many 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.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	John Santoro 495 Jones Ave Oakland 639-3340

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head	John Santoro		03/19/2012

**Grant Office Obtained Approval Signatures:**

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

**RESOLUTION**

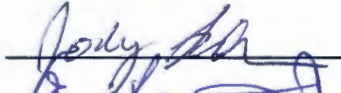
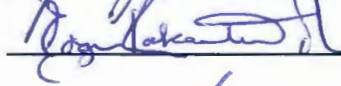
No. 1112-0223

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 2011/12.

**RESOLUTION**

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

authorizes entering into local agreement number/s CCTR-1009 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>	
<u>/</u>	<u>/</u>	<u>/</u>

PASSED AND ADOPTED THIS 25th day of April, 2012, by the

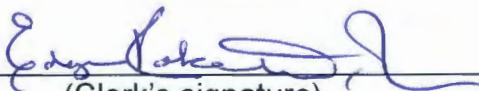
Governing Board of Oakland Unified School District

of Alameda County, California.

I, Edgar Rakestraw, Jr., <sup>Secretary</sup>~~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)

4/26/12  
(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

CONDITIONAL F.Y. 11-12

Amendment 02

DATE: January 25, 2012

CONTRACT NUMBER: CCTR-1009

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 01-6125-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Reduction

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CCTR-1009, Amendment #01 (AB 114 RESTORATION / FT&C CHANGE) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$4,508,849.00 and inserting \$3,388,849.00 in place thereof.

The period of performance for this contract is July 01, 2011 through June 30, 2012. (No change)

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$43.31. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 104,106.0 and inserting 78,246.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 244. (No change)

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

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines for Margie Burke and Edgar Makestraw, Jr., and financial details.

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-1009

## Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 998,251	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 998,251	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 549,527	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 549,527	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -1,120,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 2,961,071	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,841,071	ITEM 30.10.020.001 6110-194-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	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	



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

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

**Subject:** 2011-12 CHILD DEVELOPMENT CONTRACT

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

1. X Submitted for your approval are two (2) copies of the 2011-2012 contract. The **person signing this contract must be the Executive Director, Superintendent, or authorized designee.** If the authorized designee signs, please submit appropriate delegation to sign. **Please sign both copies, insert the title of the person signing and the current mailing address in the Contractor's signature box, and RETURN BOTH COPIES** of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

**THE 2011-2012 FUNDING TERMS AND CONDITIONS (FT&C's)** are available on the Internet at: <http://www.cde.ca.gov/fq/aa/cd/>.

2. \_\_\_ CCC-307, Contractor Certification Clauses

3. \_\_\_ Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body, which approves the contract and names the official who is authorized to sign it on their behalf (a sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Dawn Simpson at 916-445-6826 or by e-mail at [dsimpson@cde.ca.gov](mailto:dsimpson@cde.ca.gov).

4. \_\_\_ Other: **PLEASE COMPLETE ITEM 3.B, ENTITLED, "PLACE OF PERFORMANCE," SIGN AND RETURN THE ENCLOSED Federal Certification Form [CO.8 (Rev. 5/07)]** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.

Sincerely,

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

DM:ds

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

File ID Number	11-2922
Introduction Date	11-7-2011
Enactment Number	11-2957
Enactment Date	11-16-1143
By	



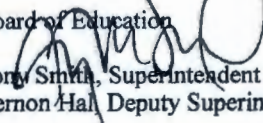
**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

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

November 7, 2011

To: Board of Education

From:  Tony Smith, Superintendent  
Vernon Hall, Deputy Superintendent, Business & Operations

Subject: **District Submitting Grant Amendment No. 1 - CCTR-1009 Contract FY 2011-12**

**ACTION REQUESTED:** Acceptance by the Board of Education of Amendment No. 1 to the District grant agreement for Early Childhood Education programming for fiscal years 2011-12, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant agreements for OUSD schools for the 2011-2012 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.

File LD #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
11-2922	Yes	CCTR	Oakland Unified School District for Early Childhood Education Department	This is an amendment for the CCTR special fund for FY 2011-2012	7/1/11-6/30/12	California Department of Education	\$4,508,849.00

**DISCUSSION:**

The District received a Grant Amendment Agreement for the CCTR-1009 contract for 2011-2012 to The Maximum Reimbursable Amount

- 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 will be provided to OUSD/Early Childhood Education program based on the adjustment to the California State Preschool Program Contract.

- Grants valued at: \$4,508,849.00

**RECOMMENDATION:**

Acceptance by the Board of Education of District grant agreements for Early Childhood Education programming for fiscal years 2011-2012, pursuant to the terms and conditions thereof, if any.

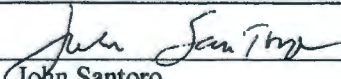


OUSD Grants Management Face Sheet

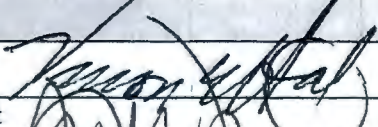

<b>Title of Grant:</b> CCTR-1009 General Child Care & Development Programs	<b>Funding Cycle Dates:</b> July 2011 - June 2012
<b>Grant's Fiscal Agent:</b> OUSD/ECE 495 Jones Avenue, Oakland, CA 94603 (510) 639-3340	<b>Grant Amount for Full Funding Cycle:</b> \$4,508,849.00
<b>Funding Agency: State of California</b>	<b>Grant Focus: Child Development</b>
<b>List all School(s) or Department(s) to be Served:</b> Child development classrooms including school age programs.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant supports some of the child development centers and all of the school age programs.
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 many 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.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	John Santoro 495 Jones Avenue Oakland, CA 94603 (510) 639-3340

**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal			
Department Head	John Santoro		10/10/11

**Grant Office Obtained Approval Signatures:**

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





**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11-12**

**Amendment 01**

DATE: July 01, 2011

CONTRACT NUMBER: CCTR-1009

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 01-6125-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

AB 114 RESTORATION / FT&C CHANGE

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CCTR-1009 and , shall be amended in the following particulars but no others:

The 2011-12 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2011-12 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 \$4,285,568.00 and inserting \$4,508,849.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$43.31. (No change)

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 98,951.0 and inserting 104,106.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 244. (No change)

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

File ID Number: 11-2922  
Introduction Date: 11-7-11  
Enactment Number: 11-2957  
Enactment Date: 11-16-11  
By:

<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 Jody London	
TITLE Contracts, Purchasing & Conference Services		ADDRESS President, Board of Education	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 223,281	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 4,285,568	(OPTIONAL USE) See Attached	Ernest Horn, Jr., 5007 Education	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,508,849	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: CCTR-1009

### Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 998,251	(OPTIONAL USE)0656 13609-6125	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 998,251	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 549,527	(OPTIONAL USE)0656 15136-6125	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 549,527	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 223,281	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 2,737,790	(OPTIONAL USE)0656 23254-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,961,071	ITEM 30.10.020.001 6110-194-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	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	

**CHILD CARE AND DEVELOPMENT  
2011-12 LANGUAGE CHANGES TO  
THE FUNDING TERMS AND CONDITIONS (FT&C)**

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

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

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

“Child care and development programs” means those programs that offer a full range of services for children from infancy to 13 years of age for any part of the day, by a public or private agency, in centers and family child care homes. These programs include, but are not limited to, all of the following:

- (1) General child care and development.
- (2) Migrant child care and development.
- (3) Child care provided by the California School Age Families Education Program (Article 7.1 (commencing with Section 54740) of Chapter 9 of Part 29 of Division 4 of Title 2).
- (4) California state preschool program.
- (5) Resource and referral.
- (6) Child care and development services for children with exceptional needs.
- (7) Family child care home education network.
- (8) Alternative payment.
- (9) Schoolage community child care.

~~“Child care and development programs” means those programs that offer a full range of services for any part of a day, by a public or private agency, in centers and family child care homes to children from infancy to 10 years of age or younger, children with exceptional needs to age 21, children 12 years of age or younger who are homeless, receiving child protective services or identified as at risk of abuse, neglect, or exploitation, children requiring at least one hour of care during non-traditional hours. Contractors shall only expend funds to provide services to those 11 and 12 year olds that meet the exceptions, unless the department determines and notifies contractors that funding is available. These programs include, but are not limited to, all of the following:~~

- ~~1. General child care and development.~~
- ~~2. Migrant child care and development.~~

- ~~3. Child care provided by the California School Age Families Education Program (Article 7 (commencing with Section 54740) of Chapter 9 of Part 29 of Division 4 of Title 2).~~
- ~~4. California state preschool program.~~
- ~~5. Resource and referral.~~
- ~~6. Child care and development services for children with exceptional needs.~~
- ~~7. Family child care home education network.~~
- ~~8. Alternative payment.~~
- ~~9. School age community child care.~~

Amend Section I.A, Eligibility and Need Criteria and Documentation as follows:  
(p.51):

Children who have reached their ~~eleven (11<sup>th</sup>)~~ thirteen (13<sup>th</sup>) birthday are ineligible for subsidized services except those children with exceptional needs and severely disabled children may be served to age twenty-one (21). Children with exceptional needs shall also meet the criteria for that age group specified in *EC* Section 56026 and California *Code of Regulations, 5CCR*, sections 3030 and 3031. ~~listed below as described in Section 1, Definitions:~~

- ~~1. Children with exceptional needs and severely disabled child may be served to age twenty one (21).~~
- ~~2. Children receiving child protective services, identified as at risk or abuse, neglect or exploitation, or home less may be served to age thirteen (13).~~
- ~~3. Children who require at least one hour of child care services during nontraditional hours may be served to age thirteen (13).~~

~~Contractors shall only expend funds to provide services to 11 and 12 year olds, with the exceptions noted above, when the Department determines and notifies contractors that funding is available.~~

Amend Section 1.P, Eligibility and Need Criteria and Documentation, Documentation of the Child's Exceptional Needs as follows (p.67):

If the contractor is claiming adjustment factors pursuant to *Education Code* Section 8265.5(b)(4) or (b)(5), the child with exceptional needs is ~~thirteen~~ eleven (13-14) through twenty-one (21) years of age, or the contractor is operating a program pursuant to *Education Code* Section 8250(d). The documentation of exceptional needs shall include:

1. A copy of the portion of the active individual family service plan (IFSP) or the individualized education program (IEP) that includes the information as specified in *EC* Section 56026 and *5CCR* sections 3030 and 3031; and
2. A statement signed by a legally qualified professional that:

- a. The child requires the special attention of adults in a child care setting; and
- b. Includes the name, address, license number, and telephone number of the legally qualified professional who is rendering the opinion

Amend Section X.A, Due Process Requirements, Notice of Action, Application for Services; Notice of Approval or Denial as follows: (p 82 & 83)

A. Notice of Action, Application for Services; Notice of Approval or Denial  
(EC 8261 and 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 completed 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
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 X.D and X.E below
3. ~~If termination is due to a child reaching his 11<sup>th</sup> birthday, the contractor shall:~~
  - a. ~~Information to parents that their child can receive first priority for enrollment in an Afterschool Education and Safety (ASES) program or 21<sup>st</sup> Century Community Learning Centers at the child's school of attendance;~~

and may be able to receive services in a program located at another school in the district. If programs are full, these children will be given first priority on the waiting list for these programs.

- b. A statement advising parent(s) that in order to receive first priority for services, a copy of the NOA must be provided to the ASES or 21<sup>st</sup> Century program at the time of enrollment.



2011-2012

[Sign In](#)



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools,  
Thriving Students*

**Legislative Information Center**

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**File #:** 11-1853   **Version:** 1   **Name:** Grant Agreement - California Department of Education - General Child Care and Development Programs - Early Childhood Education

**Type:** Agreement or Contract   **Status:** Passed

**File created:** 8/15/2011   **In control:** [Finance and Human Resources Committee](#)

**On agenda:**   **Final action:** 8/24/2011

**Enactment date:** 8/24/2011   **Enactment #:** 11-1537

**Title:** Adoption by the Board of Education of Resolution No. 1112-0033 - Approving Contract No. CCTR-1009, General Child Care and Development Programs, Project No. 01-6125-00-1 between District and the California Department of Education providing funds for the General Child Care and Development Programs operated by the Early Childhood Education Department, in the amount of \$4,285,560.00, for the period July 1, 2011 to June 30, 2012, pursuant to terms and conditions thereof, if any.

**Attachments:** [Document\(s\)](#)

**Contact:** [Lynne.Rodezno@ousd.k12.ca.us](mailto:Lynne.Rodezno@ousd.k12.ca.us)

**Vendor number:**   **Funding source:** California Department of Education

**Coherent gov. no.:** OE-08   **Resource code:**

[History \(2\)](#)   [Text](#)

2 records   [Group](#)   [Export](#)

Date ▼	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
8/24/2011	1	<a href="#">Board of Education</a>	Adopted	Pass	<a href="#">Action details</a>	<a href="#">Meeting details</a>	Not available
8/15/2011	1	<a href="#">Finance and Human Resources Committee</a>			Not available	<a href="#">Meeting details</a>	Not available

File ID Number	11-1853
Introduction Date	8/15/11
Enactment Number	11-1537
Enactment Date	8-24-11 JD
By	



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education

August 24, 2011

To: Board of Education  
From: Tony Smith, Superintendent  
Vernon Hal, Deputy Superintendent, Business & Operations *JD*

Subject: District Submitting Grant Proposal

**ACTION REQUESTED:** Acceptance by the Board of Education of District grant agreements for Early Childhood Education programming for fiscal years 2011-12, pursuant to the terms and conditions thereof, if any.

**BACKGROUND:**

Grant agreements for OUSD schools for the 2011-2012 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 ID #	Backnp Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
11-1853	Yes	CCTR Grant	Oakland Unified School District for Early Childhood Education Department	The grant will provide funding for the CDC Preschool program and the School Age program under the General Child Care Grant.	7/1/11-6/30/12	California Department of Education	\$4,285,568.00

**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 chart by department.

**FISCAL IMPACT:**

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

- Grants valued at: \$4,285,568.00

**RECOMMENDATION:**

Acceptance by the Board of Education of District grant agreements for Early Childhood Education programming for fiscal years 2011-2012, pursuant to the terms and conditions thereof, if any.

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**ATTACHMENTS:**

Letter to  
Director

Certification  
Page

Resolution

Federal  
Certifications

Local  
Agreement for  
Child  
Development  
Services


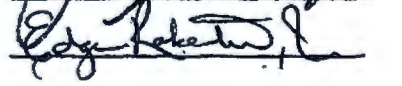
RESOLUTION 1112-0033

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 2011-12.

RESOLUTION

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


authorizes entering into local agreement number/s CCTR-1009 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>Gary Yee</u>	<u>President - Board of Education</u>	
<u>Edgar Rakestraw, Jr.</u>	<u>Secretary - Board of Education</u>	

PASSED AND ADOPTED THIS 24th day of August, 2011-12, 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 Dist. of Alameda County,

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

  
(Clerk's signature)

8/25/11  
(Date)



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11 - 12**

DATE: July 01, 2011

CONTRACT NUMBER: CCTR-1009

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 01-6125-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to 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, 2011 through June 30, 2012. 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 \$43.31 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$4,285,568.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 98,951.0

Minimum Days of Operation (MDO) Requirement 244

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.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING <i>[Signature]</i>			
TITLE Contracts, Purchasing & Conference Services		ADDRESS <i>[Signature]</i>			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,285,568	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,285,568	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: CCTR-1009

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 998,251	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 \$ 998,251	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 549,527	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 \$ 549,527	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,737,790	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 \$ 2,737,790	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	S.R. NO.
	DATE	

EXHIBIT A

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

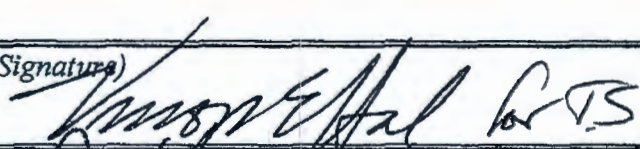
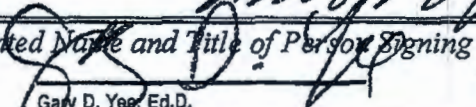
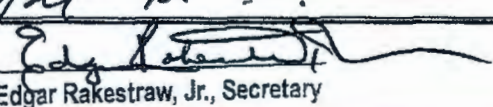
20. LOSS LEADER:

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

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.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature) 		
Printed Name and Title of Person Signing 		
Gary D. Year, Ed.D. Secretary, Board of Education		Edgar Rakestraw, Jr., Secretary Board of Education
Date Executed	Executed in the County of	
8/25/11	Alameda	

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Date: June 1, 2011

Rec'd SUPT  
June 2 2011  
D U S D

Dear Executive Directors, Child Development Programs:

### 2011-12 CHILD DEVELOPMENT CONTRACTS

Please find attached a summary of the Funding Terms and Conditions (FT&Cs) changes for Fiscal Year 2011-12 (FY) (Attachment A) and a list of contract types and prefixes for the Child Care and Development (CCD) contracts. All child care and development programs will continue in the FY except for the Centralized Eligibility List (CEL).

By July 1, 2011, the 2011-12 FT&Cs will be available on the Internet at <http://www.cde.ca.gov/fq/aa/cd>, which can be downloaded and printed for your files. The prior year 2010-11 FT&Cs will remain on the Web site for your convenience. In addition, the program requirements for the Quality (one-time only/support) programs will also be posted on the Web site. However, if you do not have Internet capabilities, you may request a hard copy by contacting your assigned contract analyst. The Contract Analyst Directory is also available at the California Department of Education (CDE) Web site listed above.

There are a few changes to the 2011-12 contracts packet this year. The Department of General Services (control agency for State contracts) has requested that CDE use the general terms and conditions used by all State agencies. The Standard Provisions for State Contracts, (Rev. 5/08), has been replaced with the GTC-610, General Terms and Conditions for state contracts. The GTC-610 references and incorporates the CCC-307, Contractor Certification Clauses, into the contract. The CCC-307 is four pages and will be included in the contract packet and it must be signed and returned by the contractor along with the two-signed contracts. For Interagency Agreements, the GIA-610 has been added which incorporates the state general terms and conditions. Also, there are a few changes in the Definitions section and some provisions in the General Provision sections of the FT&Cs have been deleted and those provisions are now provided in the GTC-610 or CCC-307 and for IAs in the GIA-610. There are some changes to the Program Requirements section of the funding terms this year, too. These changes are a result of Chapter 7, Statutes 2010 (SB 70, Ducheny). Please note that any Budget Act changes relative to the Child Development programs will require a contract amendment to the 2011-12 contracts; 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 return

June 1, 2011

Page 2

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

If you have any questions regarding the changes, please contact Doris Morris, Manager, Child Development Contracts and Purchasing, at 916-323-5591 or by e-mail at [dmorris@cde.ca.gov](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



June 1, 2011

Page 6

- Revised Program Requirements Section XV.A, Due Process Requirements, Notice of Action, Application for Services to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised Program Requirements Section XV.B, Due Process Requirements, Notice of Action, Recipient of Services to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).

#### **Family Child Care Home Education Networks**

- Revised Program Requirements Section I.A, Eligibility and Need Criteria and Documentation, General Requirements to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised Program Requirements Section I.F, Eligibility and Need Criteria and Documentation, Application for Services to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised Program Requirements Section I.P, Eligibility and Need Criteria and Documentation, Documentation of the Child's Exceptional Needs to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Removed reference to California Code of Regulations, Title 5 (5CCR) in Section I.V, Recertification of the Program Requirements.
- Revised Program Requirements Section IV.A, Fee Schedule, Fee Assessment to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised Program Requirements Section X.A, Due Process Requirements, Notice of Action, Application for Services to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised Program Requirements Section X.B, Due Process Requirements, Notice of Action, Recipient of Services to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).

#### **CalWORKs Stages 2 & 3**

- Revised Program Requirements Section I.A, Eligibility and Need Criteria and Documentation, General Requirements to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised Program Requirements Section I.H, Eligibility and Need Criteria and Documentation, Application for Services to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).

June 1, 2011

Page 7

- Revised Program Requirements Section I.R, Eligibility and Need Criteria and Documentation, Documentation of the Child's Exceptional Needs to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Removed reference to California Code of Regulations, Title 5 (5CCR) in Section I.T, Recertification of the Program Requirements.
- Revised Program Requirements Section IV.A, Fee Schedule, Fee Assessment to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised Program Requirements Section XV.A, Due Process Requirements, Notice of Action, Application for Services to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised Program Requirements Section XV.B, Due Process Requirements, Notice of Action, Recipient of Services to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 10, 2011

Dear Director of Child Development Programs:

Subject: FY 2011–12 State Budget Funding Reductions

Enclosed please find your General Child Care (CCTR), California State Preschool (CSPP), Migrant (CMIG), Family Child Care Home (CFCC), and/or Allowance for Handicapped (CHAN) contract(s). Pursuant to Senate Bill (SB) 70 (Chapter 7, Statutes of 2011), contract Maximum Reimbursable Amounts (MRAs) have been reduced.

When applying reductions to these contracts, the California Department of Education (CDE) first considered individual contractor performance and reduced under-earning contracts to an amount proportional to need. Reductions to under-earning contracts offset the 15 percent MRA reductions and the remainder was applied to all contracts. Further reductions were then imposed on all contract MRAs. These include the elimination of eligibility for 11 and 12 year old children, a reduction of income eligibility to 70 percent of the State Median Income, and a 10 percent increase to family fees. Please note that these reductions are specific to contract type, i.e. elimination of eligibility for 11 and 12 year old children would not affect CSPP, CMIG, or CHAN contracts nor would the increase in family fees affect the state preschool portion of a CSPP contract or a CHAN contract.

These contracts do not include a reduction to the Standard Reimbursement Rate (SRR). The CDE is aware that both the Assembly and Senate Budget sub-committees voted to revoke the proposed reduction to the SRR. In addition, action was taken by both the Assembly and Senate to restore services to 11 and 12 year olds, eliminate the 10 percent increase to parent fees, and partially restore the unallocated 15 percent reduction. When this or any other budgetary action is signed into law, the CDE will immediately issue contract amendments.

## Attachment A

### 2011–12 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. (Visit Webpage: <http://www.cde.ca.gov/fg/aa/cd/ftc2009.asp>)

- Removed the reference and document entitled "Standard Provisions for State Contractors" from the child care contracts.
- Added GTC-610, General Terms and Conditions for State contractors (Exhibit A) and reference document in child care contract.
- Included the CCC-307, Contractors Certification Clauses in contract packet which is referenced in GTC-610 item #11.
- Updated audit timelines to reflect audit due dates for 2011-12 under the Accounting and Reporting Requirements Section VI, Accounting and Reporting Requirements.
- Revised definition of "Child care and development programs to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised definition of "children with exceptional needs" to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Revised definition of "Income eligible" to comply with Chapter 7, Statutes 2011 (SB 70, Budget Committee & Fiscal Review).
- Add the definition "Nontraditional hours" for clarification reference to nontraditional hours in requirements.
- Removed definition of "special funds" which was applicable to FY 2010–11 Reserve Account Funds only.
- Removed from the General Provisions sections: (provisions are now included in GTC-610 and CCC-307)
  - Contractor Name Change
  - American with Disabilities Act
  - Air or water Pollution Violations
  - Recycle Paper Certification
  - Child Support Compliance
  - Priority Hiring Consideration
  - Labor Code/Workers Compensation

Director of Child Development Programs  
June 10, 2011  
Page 2

Please contact your assigned Child Development Fiscal Services fiscal analyst if you have any questions. For contact information, please visit our Web site at <http://www.cde.ca.gov/fg/aa/cd/faad.asp>.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Taylor". The signature is written in black ink and is positioned above the printed name and title.

Sharon Taylor, Director  
Fiscal and Administrative Services Division

ST:acj



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

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

**Subject:** 2011-12 CHILD DEVELOPMENT CONTRACT

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

1. X Submitted for your approval are two (2) copies of the 2011-2012 contract. The person signing this contract must be the Executive Director, Superintendent, or authorized designee. If the authorized designee signs, please submit appropriate delegation to sign. Please sign both copies, insert the title of the person signing and the current mailing address in the Contractor's signature box, and RETURN BOTH COPIES of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

THE 2011-2012 FUNDING TERMS AND CONDITIONS (FT&C's) are available on the Internet at: <http://www.cde.ca.gov/fq/aa/cd/>.

2. X CCC-307, Contractor Certification Clauses
3. X Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body, which approves the contract and names the official who is authorized to sign it on their behalf (a sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Sandy Shongood 916-323-5890 or e-mail to [sandy.shongood@cde.ca.gov](mailto:sandy.shongood@cde.ca.gov).
4. X Other: PLEASE COMPLETE ITEM 3.B, ENTITLED, "PLACE OF PERFORMANCE," SIGN AND RETURN THE ENCLOSED Federal Certification Form [CO.8 (Rev. 5/07)] which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.

Sincerely,

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

DM:ss

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

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

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

**1. LOBBYING**

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

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ENVIRONMENTAL TOBACCO SMOKE ACT**

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

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

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

NAME OF APPLICANT (CONTRACT AGENCY)	CONTRACT #
<i>Oakton Unified School District</i>	<i>CCTR-1009</i>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<i>Gary D. Yee, Ed.D.</i> President, Board of Education	
SIGNATURE	DATE
<i>Edgar Rakestraw, Jr.</i> Edgar Rakestraw, Jr., Secretary Board of Education	<i>8/25/11</i>