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Introduction Date	8/26/15
Enactment Number	15-1376
Enactment Date	8/26/15 CA



## OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education  
From Antwan Wilson, Superintendent

Board Meeting Date 8/26/15

Subject District Submitting Grant Agreement - CPKS-5001, General Child Care and Development Program

Action Requested Acceptance by the Board Education of Contract Agreement. Resolution No. CPKS-5001-Pre-Kindergarten and Family Literacy Program for Early Childhood Education program for fiscal year 2015-2016, pursuant to the terms and conditions thereof, if any.

Background Grand Agreement for OUSD Schools for the 2015-2015 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. 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 no appropriated or available in amount sufficient to fund that State's obligations under this contract.

File I.D #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Contract Amount
	Yes	CPKS Grant	Oakland Unified School District for the Early Childhood Education Department	This grant will provide funding for the Early Childhood Education Acorn Woodland Child Development Center a California Pre-Kindergarten program	7/1/15-6/30/16	California Department of Education	\$ 7,500.00

Discussion The District received a contract agreement CPKS-5001 FY 15-16 for continued funding to the Early Childhood Education Department, to provide necessary instructional materials for the program listed in the cahrt.

- Review proposed contract project at OUSD site and assess its contribution to sustained student achievement.
- 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's Early Childhood Education program based on the earnings from student enrollment

Gran valued at: \$ 7,500.00



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## **Recommendation**

Acceptance by the Board of Education of District Grant Agreement, CPKS-5001 FY 2015-2016, for the Early Childhood Education programming, pursuant to the terms and conditions thereof, and to submit amendments thereto, for the contract year, if any.

## **Attachments**

- Grant Face Sheet- CPKS-5001, FY 2015-2016
- Contract Certification Clauses (CCC-307)
- Resolution No.

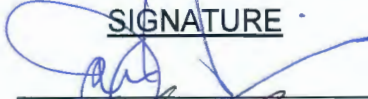
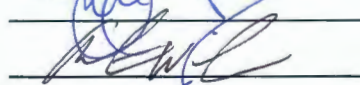
## RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments 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 2015-16.**

### RESOLUTION 1415-1177

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

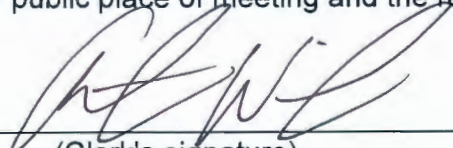
authorizes entering into local agreement number CPKS- 5001 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>James Harris</u>	<u>President, Board of Education</u>	
<u>Antwan Wilson</u>	<u>Secretary, Board of Education</u>	

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015, by the  
Governing Board of Oakland Unified School District  
of Alameda County, in the State of California.

I, Antwan Wilson, <sup>Secretary</sup>~~Clerk~~ of the Governing Board of

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

  
(Clerk's signature)

8/27/15  
(Date)

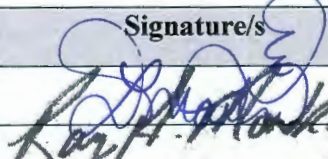
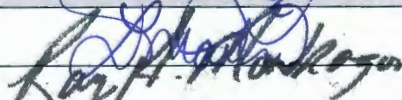


OUSD Grants Management Face Sheet


<b>Title of Grant:</b> CPKS-5001 Pre-Kindergarten and Family Literacy Program	<b>Funding Cycle Dates:</b> July 1, 2015 - June 30, 2016
<b>Grant's Fiscal Agent:</b> OUSD/ECE 746 Grand Avenue Oakland CA, 94610 510- 273-1616	<b>Grant Amount for Full Funding Cycle:</b> \$ 7,500.00
<b>Funding Agency:</b> California Department of Education	<b>Grant Focus:</b> Child Development Services
<b>List all School(s) or Department(s) to be Served:</b> Acorn Woodland Child Development Center.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant will provide necessary instructional materials for Acorn Woodland Child Development Center to improve the learning and development of the preschool Children.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.94% 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 purchasing of instructional materials.
Does the grant require any resources from the school(s) or district? If so, describe.	No.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes, assistance by the Department of Procurement & Distribution to process purchase requisitions.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Lynne Martin, Director Early Childhood Education 746 Grand Avenue 510- 273-1616 <a href="mailto:lynne.martin@ousd.k12.ca.us">lynne.martin@ousd.k12.ca.us</a>

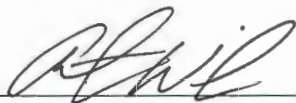
**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Director ECE	Lynne Martin		
Department Head	Ray Mondragon		

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
			

Acting Superintendent

A handwritten signature in black ink, appearing to read 'AWL', is written over a horizontal line.

Antwan Wilson

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**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 15 - 16**

DATE: July 01, 2015

CONTRACT NUMBER: CPKS-5001

PROGRAM TYPE: PREKINDERGARTEN AND  
FAMILY LITERACY PROG

PROJECT NUMBER: 01-6125-00-5

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the PROGRAM REQUIREMENTS FOR THE PREKINDERGARTEN AND FAMILY LITERACY PROGRAM\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement.

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

The period of performance for this Agreement is July 01, 2015 through June 30, 2016. The total amount payable pursuant to this Agreement shall not exceed \$7,500.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2015 through June 30, 2016 shall be included in the fiscal year 2015-16 audit due by the 15th day of the fifth month following the end of the Contractor's fiscal year, or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

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

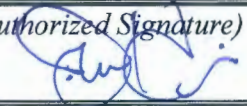
Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2015.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING James Harris	
TITLE Contracts, Purchasing and Conference Services		ADDRESS President, Board of Education	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,500	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6125	2015 2015-2016	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 7,500	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	2015 2015-2016
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590		Secretary, Board of Education	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> Oakland Unified School District		<i>Federal ID Number</i> 1415-1176
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> James Harris, President, board of Education		
<i>Date Executed</i> 8/27/15	<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