

Board Office Use: Legislative File Info.	
File ID Number	21-0031
Introduction Date	1/27/21
Enactment Number	21-0120
Enactment Date	1/27/2021 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date January 27, 2021

Subject Subcontract - The City of Oakland, Head Start Program (contractor) - Oakland Unified School District

ACTION Requested and Recommendation Adoption by the Board of Education of Resolution No. 2021-1079 - Authorizing Subcontracting to the City of Oakland between the District and The City of Oakland, A Nonprofit Public Benefit Corporation, Thru Its Not-For-Profit Child Development Agency, a portion of the Oakland Unified School District's Fiscal Year 2020-2021 Child Development Funding, for the provision of child care services, for the term from July 1, 2020 through June 30, 2021, in an amount not to exceed \$250,000.00, with an administrative fee in the amount of \$18,750.00 payable by The City of Oakland, Head Start Program to The District.

Background The 2020-21 fiscal year is the thirteenth fiscal year of under earning of the contract; The primary reason for the historical under-earning is the California Department of Education's (CDE) provision of After School Education & Safety (ASES) and 21st Century Community Learning Center (21st CCLC) program grants to fund District after-school programs, and District students' participation in these after-school programs rather than in CCTR-funded programs. Under-earning the state contract means that the District may be at risk of permanently losing future funding. Subcontracting helps the District maintain the current level of state funding for preschool programs. State regulations authorize the District to subcontract with other entities that are recipients of State early childhood education funds. The District has identified The City Of Oakland, Head Start program, as qualified subcontractor.

Fiscal Impact Funding Resource Name: 6105/General Child Development Program (CCTR) will subcontract services for the amount not to exceed \$250,000. In addition, State regulations authorize the District, as the administrator of the Subcontract, to recover from The City Of Oakland, Head Start Program, and an administrative contract management fee, which will be approximately 7.5% of the subcontract amount.

Attachments

- Resolution No. 2021-0179
- Subcontract Agreement, The City of Oakland, Head Start Program
- Certificate of Insurance
- Copy of File ID #20-1649, Grant Award (CCTR-0010)

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2021-0179

RESOLUTION AUTHORIZING SUBCONTRACTING TO THE CITY OF OAKLAND THROUGH ITS NOT-FOR-PROFIT CHILD DEVELOPMENT AGENCY, HEAD START, A PORTION OF THE OAKLAND UNIFIED SCHOOL DISTRICT'S FISCAL YEAR 2020-21 CHILD DEVELOPMENT FUNDING

WHEREAS, Oakland Unified School District ('the District') is under earning its State child development contract for the 2020-21 fiscal year; and

WHEREAS, the 2020-21 fiscal year is the thirteenth fiscal year of under earning of the contract; and

WHEREAS, subcontracting a portion of the District's State contract funding is authorized and permissible under State regulations; and

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program; and

WHEREAS, absent subcontracting; the unearned amounts due to closed centers would not be earned; and

WHEREAS, subcontracting will not result in a reduction in children served or staff employed by the District to serve children in the Early Childhood Education program; and

WHEREAS, the District has identified The City of Oakland as a qualified subcontractor; and

WHEREAS, The City of Oakland has many years of experience in providing quality and comprehensive child care and education, have experience in administering subcontracts from Local Education Agencies, such as the District, and have no audit, performance or fiscal exceptions that would make them ineligible; and

WHEREAS, the District's ECE program, as the subcontracting entity, may recover from The City of Oakland seven and a half percent (7.5%) administrative contract management fee; and

WHEREAS, The City of Oakland has the facility capacity to earn the funds the District will subcontract; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The City of Oakland comply with all the terms and conditions in the original funding to the District, to subcontract amount of \$250,000 of the District's State funding for Child Development Centers for the period of July 1, 2020 to June 30, 2021 to The City of Oakland; and

BE IT FURTHER RESOLVED that the Board of Education of the Oakland Unified School District authorizes the District, subject to the requirement that The City of Oakland with all the terms and conditions in the original funding to the District, to subcontract an amount, not to exceed \$ 250,000 of the

District's State funding for Child Development Centers for the period of July 1, 2020 to June 30, 2021 to The City of Oakland with and an administrative fee in the amount of \$18,750.00 payable by The City of Oakland to the District.

PASSED BY THE FOLLOWING VOTE:

AYES: Aimee Eng, VanCedric Williams, Gary Yee, Mike Hutchinson, Clifford Thompson, Vice President Benjamin "Sam" Davis and President Shanthi Gonzales

PREFERENTIAL AYE: Jessica Ramos (Student Director)

NAYS: None

ABSTAINED: None

ABSENT: Samantha Pal (Student Director)

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held on January 27, 2021.

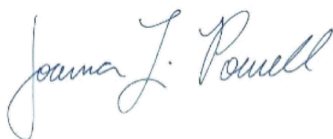


Shanthi Gonzales
President, Board of Education
Oakland Unified School District



Kyla Johnson-Trammell
Secretary, Board of Education
Oakland Unified School District

Approved as to form by OUSD Staff Attorney Joanna Powell on 12/18/2020.



Subcontract
Between
The Oakland Unified School District
And
The City of Oakland, Head Start Program

This Subcontract ("Subcontract") is entered into by the Oakland Unified School District (the "District") and The City of Oakland of 150 Frank Ogawa Plaza with its main offices in Oakland, California. The City of Oakland offers comprehensive child care and development programs in Oakland for preschoolers.

RECITALS

WHEREAS, THE Board of Education accepted funding from the California Department of Education for the District's Early Childhood Education programs for the 2020-21 fiscal year; and

WHEREAS, the District is anticipating under earning its State Child Development contract for the 2020-21 fiscal year;

WHEREAS, the 2020-21 fiscal year is the thirteenth fiscal year of under earning of the contract;

WHEREAS, the primary reason for this historical under-earning is CDE's provision of After School Education & Safety (ASES) and 21st Century Community Learning Center (21st CCLC) grants to fund District after-school programs, and District students' participation in these after-school programs rather than in CCTR-funded programs;

WHEREAS, subcontracting a portion of the District's State contract is authorized and permissible under State regulations;

WHEREAS, subcontracting will not prevent the District from continuing to enroll families or to open new classrooms in the District's ECE program;

WHEREAS, the District has identified The City of Oakland as a qualified subcontractor;

WHEREAS, The City of Oakland has many years of experience in providing quality and comprehensive child care and early childhood education, has experience in administering subcontracts with Local Education Agencies, such as the District, and has no audit, performance or fiscal exceptions that would make it ineligible to subcontract with the District;

WHEREAS, under State regulations, the District's ECE program, as the subcontracting entity responsible for managing and administering the subcontract with The City of Oakland, may recover from The City of Oakland a 7.5 percent (7.5%) administrative contract management fee; and

WHEREAS, The City of Oakland has the facility capacity to earn the funds the District will subcontract;

RESOLVED, that the District and The City of Oakland agree to enter into this Subcontract and agree to the following terms and conditions:

1. **Term:** The term of this Subcontract shall be July 1, 2020, to July 1, 2021.
2. **Subcontract Amount:** The District hereby agrees to subcontract the amount of \$250,000 from the CCTR- 0010 contract of the District's State funding for Early Childhood programs for the fiscal year ending June 30, 2021.

Contract #	Resource#	Minimum Child Days of Enrollment	Maximum Rate per Child Day of Enrollment Payable	Maximum Reimbursable Amount
CCTR-0010	6105	4736.643	\$ 52.78	\$ 250,000

3. **Subcontract Management and Administration Fee:** The City of Oakland agrees that the District will withhold a management and administration fee of 7.5% to cover the expenses incurred by the District in managing and administering the Subcontract. Said fee shall be deducted from the gross amount due to The City of Oakland each month based on the invoice and this agreement.

- 4. Incorporation by Reference of Terms and Conditions:** The (a) Funding Terms and Conditions and program requirements for the California State Preschool Child Development programs and the Child Care and Development programs for the fiscal year 2020-21 including as they may be subsequently amended by the State and (b) the federal certifications and the standard provisions for State contracts that are attached to the FY 2020-21 terms and conditions, are incorporated by reference herein and apply without change or modification to this Subcontract.
- 5. Identification of Specific Requirements:** (a) The City of Oakland to make available to OUSD the following documentation for each child claimed: 1) Current NOA for FY 2020-21; 2) Income calculation worksheet and income need and verification documentation; 3) Completed 9600 form.
- 6. Reporting Requirements:** (a) The City of Oakland will submit 801A family file data online to the California Department of Education, Child Development Division no later than the 10th of every month for the service period of the previous month; (b) The City of Oakland will submit 801B data to the California Department of Education, Child Development Division by the mandated deadline each month.
- 7. Payment Process Required Documentation:** (a) All monthly attendance accounting documentation must be submitted by contract type and match (exactly) the 801A file that is submitted by the agency to the Child Development Division; (b) All claims must be supported by (exactly) the 9400 report; (c) The City of Oakland must submit the CDFS 9500 (for CCTR) report of attendance and expenditures to OUSD as required; (d) all monthly attendance and fiscal reports, plus invoice must be submitted to the Oakland Schools by the 1st, 2nd, 3rd and 4th quarter of FY 2020-2021.
- 8. Notice:** All final claims and invoices must be submitted by The City of Oakland to OUSD no later than July 09, 2021. All notices and invoices provided for under this Subcontract shall be in writing and either personally delivered during normal business hours or sent electronically to the other party at the address set forth below.

The District

Oakland Unified School District
Early Childhood Education
C/O United Nation CDC
1025 4th Avenue
Oakland, CA 94606
Attn: Christie Herrera, ECE Executive Director

The City of Oakland

City of Oakland Head Start/Early Head Start Program
Human Services Department
150 Frank H. Ogawa Plaza, Suite 5352
Oakland, CA 94612
Attn: Sara Bedford, Director of Human Services


9. Insurance

Workers Compensation Insurance: The City of Oakland shall procure and maintain at all times during the term of this Subcontract, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws, when applicable. Employers' Liability shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

General Liability Insurance: The City of Oakland shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached. Inclusion of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against The City of Oakland. The policy shall protect The City of Oakland and the District in the same manner as though each were separately issued.

- 10. Indemnification:** The City of Oakland agrees to hold harmless, Indemnify, and defend the District and its Board of Education, officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Subcontract. The City of Oakland also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to The City of Oakland in connection with the performance of this Subcontract. This provision survives termination of this Subcontract.
- 11. Assignment:** The obligations of The City of Oakland, under this Subcontract shall not be assigned by The City of Oakland without the express prior written consent of the District.
- 12. Waiver:** No delay or omission by either party in exercising any right under this Subcontract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Subcontract.

- 13. Termination:** The District may at any time terminate this Subcontract upon 90 day written notice to The City of Oakland. In addition, the District may terminate this Subcontract for cause should The City of Oakland fail to perform any part of this Subcontract. In the event that the State Department of Education determines the need to reduce funding levels for OUSD contracts, OUSD maintains the right to reduce the amount of the subcontract or terminate the subcontract agreement within 90 days provided a written notice.
- 14. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to The City of Oakland under this Subcontract and The City of Oakland certifies its compliance with these provisions as follows: ("The City of Oakland certifies that The City of Oakland has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all The City of Oakland employees, subcontractors, agents, and subcontractors' employees or agents employees") regardless of whether those employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of The City of Oakland, who may have contact with the District pupils in the course of providing services pursuant to the Subcontract, and the California Department of Education determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. The City of Oakland further certifies that it has received and reviewed fingerprint results for each of its Employees and has requested and reviewed subsequent arrest records for all providing services and this Subcontract.

The City of Oakland: 
SB

- 15. No Rights in Third Parties:** This Subcontract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 16. Litigation:** This Subcontract shall be governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Subcontract. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 17. Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Subcontract until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to The City of Oakland absent formal approval. This Subcontract shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 18. Integration/Entire Subcontract of Parties:** Except as expressly provided in this Subcontract, all other FY 20-21 terms and conditions shall remain unchanged and in full force and effect as originally stated. The Subcontract constitutes the entire

understanding and agreement between the Parties in connection with the subject matter of this Subcontract. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter of the Subcontract. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in writing.

The City of Oakland



Ed Reiskin, City Administrator


Sara Bedford (Dec 22, 2020 16:11 PST)

Sara Bedford, Director Human Services Department

The Oakland Unified School District

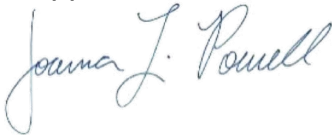


Dr. Kyla Johnson Trammell
Superintendent and Secretary, Board of Education



President, Board of Education

Approved as to form by OUSD Staff Attorney Joanna Powell on 12/18/2020.











Subcontract City of Oakland HeadStart FY 2020-2021 - 12.22.20

Final Audit Report

2020-12-23

Created:	2020-12-22
By:	Tracey Black (tblack@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAByv518b69zq8EzZ5hqZAxqK8RiCTvuk1

"Subcontract City of Oakland HeadStart FY 2020-2021 - 12.22.20" History

-  Document created by Tracey Black (tblack@oaklandca.gov)
2020-12-22 - 11:36:54 PM GMT- IP address: 209.232.103.110
-  Document emailed to Sara Bedford (SBedford@oaklandca.gov) for signature
2020-12-22 - 11:43:41 PM GMT
-  Email viewed by Sara Bedford (SBedford@oaklandca.gov)
2020-12-23 - 0:11:10 AM GMT- IP address: 8.44.165.138
-  Document e-signed by Sara Bedford (SBedford@oaklandca.gov)
Signature Date: 2020-12-23 - 0:11:20 AM GMT - Time Source: server- IP address: 8.44.165.138
-  Document emailed to Ed Reiskin (ereiskin@oaklandca.gov) for signature
2020-12-23 - 0:11:22 AM GMT
-  Email viewed by Ed Reiskin (ereiskin@oaklandca.gov)
2020-12-23 - 0:15:57 AM GMT- IP address: 209.232.103.89
-  Document e-signed by Ed Reiskin (ereiskin@oaklandca.gov)
Signature Date: 2020-12-23 - 0:16:11 AM GMT - Time Source: server- IP address: 209.232.103.89
-  Agreement completed.
2020-12-23 - 0:16:11 AM GMT



City of
Oakland

POWERED BY
Adobe Sign

**CITY OF OAKLAND
CERTIFICATE OF SELF-INSURANCE**

CERTIFICATE HOLDER: Oakland Unified School District
900 High Street
Oakland, Ca 94601

LOCATION OF OPERATION: West Grand; Arroyo Viejo; Lion Creek Crossings; San Antonio Park; and Broadway
Early Head Start Program in the City of Oakland.

DESCRIPTION OF ACTIVITY: Early Head Start/OUSD Child Care Program Services

DATE(S) OF COVERAGE: 8/24/2020 through 6/30/2021

CERTIFICATE ISSUER: CITY OF OAKLAND
HUMAN RESOURCES MANAGEMENT
RISK MANAGEMENT DIVISION
150 Frank Ogawa Plaza, 3rd Floor
Oakland, CA 94612
510-238-7165

This is to certify that the City of Oakland is self-insured for the following coverages:

<u>Type of Coverage(s)</u>	<u>Self-Insured Limit(s)</u>
I. General Liability:	\$1,000,000 ea, occurrence
II. Auto Liability:	\$1,000,000 CSL
III. Workers' Compensation And Employers' Liability	Statutory Limits E.L. each accident \$1,000,000 E.L. Disease—ea. Employee \$1,000,000 E.L. Disease—Policy Limit \$1,000,000
SPECIAL TERMS AND CONDITIONS: The following entities are hereby named as additional insured for the above referenced project in the covered areas of General Liability and Automobile Liability, but only as regards work performed by or on behalf of the City of Oakland and its employees in conjunction with the referenced event: <ul style="list-style-type: none">Oakland Unified School District, 900 High Street, Oakland, CA 94601	
Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give 30 days written notice to the named certificate holder.	
It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.	
Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.	

DATE ISSUED: July 30, 2020

CERTIFICATE EXPIRES: June 30, 2021

Deborah Grant

AUTHORIZED SIGNATURE
RISK MANAGER

Board Office Use: Legislative File Info.	
File ID Number	20-1649
Introduction Date	9/9/20
Enactment Number	20-1360
Enactment Date	9/9/2020 os



OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

To: Board of Education

From: Kyla Johnson-Trammell Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Childhood Education

Board Meeting

Date: September 9, 2020

Subject: Grant Award - California Department of Education – CCTR 0010 Contract FY 2020-21 - General Child Care and Development Programs - Early Childhood Education

ACTION REQUESTED:

Adoption by the Board of Education of a Resolution No. 2021-0075 Grant Contract No. CCTR 001 from the California Department of Education, to provide funding for the General Child Care and Development Programs for the Early Childhood Education Department, by funding \$2,764,390.00, for the period July 1, 2020 to June 30, 2021, to accept the same, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant award for OUSD schools for the 2020-2021 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached. Grant agreement packets are available for review through the Board Secretary's Office and will be electronically available within one week of the board meeting through the Board of Education Legislative Information Center under the file I.D. number stated at the top of this page.

File I.D. #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Contract Amount
20-1649	Yes	CCTR Grant	Oakland Unified School District for Early Childhood Education Department	To provide funding for the General Child Care and Development Programs for the Early Childhood Education Department	7/1/2020 – 6/30/2021	California Department of Education	\$2,764,390.00

DISCUSSION:

The district created a Grant Face sheet process to:

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

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD from the funders

- Grant Valued: \$ 2,764,390.00

RECOMMENDATION:

Acceptance by the Board of Education of a Grant Award for the Early Childhood Education Department for fiscal year 2020-2021, to accept the same, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereof, for the grant year if any.


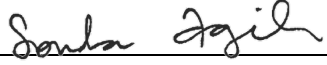
ATTACHMENTS: Grant Face Sheet
CCTR- 0010 FY 2020-2021 Resolution
No: 2021-0075

OUSD Grants Management Face Sheet

Title of Grant: CCTR - 0010	Funding Cycle Dates: July 1, 2020 through June 30, 2021
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Oakland Unified School District Early Childhood Education 1025 4 th Avenue Oakland CA 94606 510.273.8277	Grant Amount for Full Funding Cycle: \$2,764,390.00
Funding Agency: California Department of Education	Grant Focus: General Child Care & Child Development Programs
List all School(s) or Department(s) to be Served: All Child Development school age programs.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The grant contract will support the school age program under the General Child Care Program.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.59% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	The Annual Agency plan will determine the effectiveness of the program.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Indirect cost is a part of the budget for this grant
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Christie Herrera, Executive Director of Early Learning Early Childhood Education Department Oakland Unified School District 1025 4 th Ave, Oakland CA 94606 510-273-8277 Christie.Herrera@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Executive Director of Early Learning	Christie Herrera		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera		8/14/20

Grant Office Obtained Approval Signatures:

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


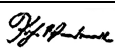
RESOLUTION
No. 2021-0075

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ 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>
_____	_____	
_____	_____	
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2020, by the
Governing Board of _____
of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of
_____, of _____, 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 _____ 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)	(Date)

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

Please read the entire document carefully. This document contains:

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

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).
All of the above can be found at the following link:
<http://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>
2. Print **two (2) copies of this document** beginning with the CCC 04/2017 (pages 9-17), ***single-sided only***. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in ***blue ink*** only, or via Adobe Acrobat digital signature.
Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.
 - Print name, title, and address where requested.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - ***Contracts will not be executed prior to board approval.***
5. Email Adobe digitally signed contract and documents with certifying statement to **`childdevelopmentcontracts@cde.ca.gov`**, or mail signed contract and all completed documents *as soon as possible* to:

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

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed without a password protected Adobe Acrobat digital signature and certifying statement.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The contract was printed with the left side cut-off and language missing.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

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

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

Please submit one resolution per contract type.

County Offices of Education

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

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

PRIVATE AGENCIES

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

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

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

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

Public Agency

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

Private Agency

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

Do I need a resolution for an amendment?

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

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

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

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

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

CONTRACT COPIES

Can we e-mail copies of the signed contract?

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

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

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

FEDERAL ID NUMBER

What is my Federal ID number?

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

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

PRINTING ERRORS

What is a misprint?

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

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

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

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact your Child Care and Development Contract Analyst listed here:

<https://www.cde.ca.gov/fg/aa/cd/directory13.asp>

For counties 01-29, contact Cindy Rodriguez at CRodriguez@cde.ca.gov
For counties 30-58, contact Favio Flores at FFlores@cde.ca.gov

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

<https://www.cde.ca.gov/fg/aa/cd/faad.asp>

or

<https://www.cde.ca.gov/sp/cd/ci/assignments.asp>

Direct all contract correspondence to:

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

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name _____ Contract # _____

Place a check mark next to each item being returned.

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

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

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

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)



Printed Name and Title of Person Signing

Date Executed	Executed in the County of
9/10/2020	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):



-
4. Printed Name and Title of Person Signing:
 5. Date Executed:
9/10/2020
 6. Executed in the County and State of:

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,

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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


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

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

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

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<hr/>	
SIGNATURE	DATE
	9/10/2020

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CCTR-0010

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 01-06125-00-0

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 terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. 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 \$52.78 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,764,390.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	52,376.0
Minimum Days of Operation (MDO) Requirement	240

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Kyla Johnson-Trammell, Secretary, Jody London, President, BOE BOE	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,764,390	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,764,390	ITEM See Attached	CHAPTER	STATUTE 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	

Department of General Services
use only

CONTRACTOR'S NAME: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-0010

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 610,243	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 PC# 000321 13609-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 610,243	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 280,525	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 PC# 000324 15136-6125			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 280,525	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,873,622	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 \$ 1,873,622	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	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	