

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of September 13, 2011

ITEM # 27

ITEM TITLE: *(Please define the subject; e.g., change order – Berkeley City College)*

Local agreement for Child Development Services from the State of California, Department of Education Child Development Division, for Child Development Services for 2011-12

SPECIFIC BOARD ACTION REQUESTED:

A resolution to be adopted to certify the approval of the Governing Board to enter 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 2011-12

ITEM SUMMARY: *(PLEASE DISCUSS THIS ITEM)*

Child Development services at Laney College and Merritt College. Services funded through the State Department of Education, Child Development Division for the period of July 1, 2011 through June 30, 2012. The Children's Centers are licensed to serve 110 children, ages 1-5 years. Currently each Children Center serves children 3-5 years old. Most of parents are primarily students with some children with non-student parents as well. Priority is given to children from low-income families. Continued funding through this contract will allow the PCCD Children's Centers to continue to provide comprehensive child development services during periods when classes are in session.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

\$760,716.00 Maximum Reimbursable Amount (MRA)

BACKGROUND/ANALYSIS:

The Peralta Community College District Children's Centers have applied for and received similar funding from the State Department of Education for over 25 years.

ALTERNATIVES/OPTIONS: N/A

EVALUATION AND RECOMMENDED ACTION:

A resolution approving Child Development service to enter the 2011-12 Contract.

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES X No

COMMENTS:

PHYSICAL PLANT, PAYROLL, ACCOUNTS PAYABLE (THESE DEPARTMENTS AND OTHERS INDIRECTLY ARE RESPONSIBLE FOR SERVICES PROVIDED AS IN-KIND).

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING? (JACOB NG, VICE CHANCELLOR)

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

DOCUMENT PREPARED BY:

Prepared by: Drew Gephart
[Enter Here - Your Name and Title of Individual]

Date: 8-26-11

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Jacob Ng

Date: 8-26-11

[Enter Here - Name of College President, (if originating from a college) or Vice-Chancellor (if originating from the District)]

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Ron Gerhard electronically by vr
Ron Gerhard, Chief Financial Officer

Date: 9/8/11

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: _____
Thuy T. Nguyen, General Counsel

Date: _____

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: Wise E. Allen
Wise E. Allen, Chancellor

Date: 9/8/11



Peralta Community College District

333 East Eighth Street • Oakland, California 94606 • (510) 466-7200

August 26, 2011

California Department of Education
Attn: Doris Morris, Staff Services Manager
Contracts, Purchasing and Conference Services
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

Re: Local Agreement for Child Development Services

Dear Ms. Morris,

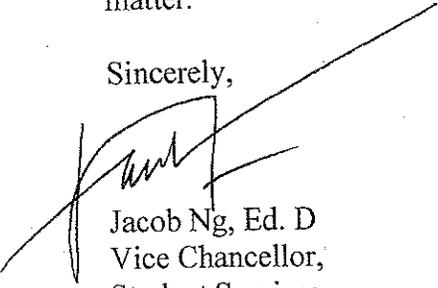
Pursuant to our discussions with various representatives of your office, we are sending you our signed Local Agreement for Child Development Services:

Date: July 01, 2011
Contract Number: CSPP-1019
Program Type: California State Preschool Program
Project Number: 01-6126-00-1

As you are aware, we need Board authorization to enter into the 2011-12 Child Development Contact Agreement with the State Department of Education for Child Development Services at Laney College and Merritt College with a Maximum Reimbursable Amount (MRA) of \$760,716.00. Our Board does not meet until September 13, 2011, so we would like to sign the contract now and send you the Board resolution after the September 13th Board meeting. After talking to representatives in your Fiscal and Administrative Services Division at the CDE, this would allow us to get the first quarter reimbursement to you sometime shortly after we send you our first quarterly report.

I hope all of this meets with your approval. Thank you for your time and consideration in this matter.

Sincerely,



Jacob Ng, Ed. D
Vice Chancellor,
Student Services

CC: Wise E. Allen, Chancellor
Ron Gerhard, Vice Chancellor of Finance



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2011

2011-12 Child Care and Development Contracts

REQUIRED ATTACHMENT CHECKLIST

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

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

Attachment Name/Description

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



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1019

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 01-6126-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: PERALTA COMMUNITY COLLEGE 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 \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$760,716.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 22,127.0

Minimum Days of Operation (MDO) Requirement 224

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.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>Wise E. Allen</i>			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING <i>Wise E. Allen, Chancellor</i>			
TITLE Contracts, Purchasing & Conference Services		ADDRESS <i>333 E 8th Street, Oakland, Ca 9460</i>			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 760,716	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		
	Department of General Services use only				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 760,716	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached			DATE		

CONTRACTOR'S NAME: PERALTA COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-1019

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 173,421	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6126	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 173,421	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 \$ 95,467	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6126	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 95,467	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			

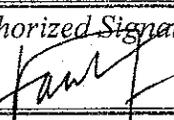
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 491,828	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6126			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 491,828	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 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.	B.R. NO.
	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> Peralta Community College District		<i>Federal ID Number</i> 94-1590799
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jacob Ng, Vice Chancellor of Student Services		
<i>Date Executed</i> 8/29/11	<i>Executed in the County of</i> Alameda County	

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

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))

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,

Peralta Colleges' Childcare Centers are located at the following addresses:

Laney College - 900 Fallon Street, Oakland, CA 94607

Merritt College - 12500 Campus Drive, Oakland, CA 94619