



TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

CALIFORNIA
DEPARTMENT OF
EDUCATION

July 30, 2012

0000006126
PERALTA COMMUNITY COLLEGE DISTRICT
333 E. 8TH STREET
OAKLAND, CA 94606

Dear Executive Director/Superintendent:

Below you will find the Maximum Reimbursable Amounts for your FY 2012—13 Child Development Contracts. Contract amendments are currently being processed for changes based upon the 2012 Budget Act and will be sent to you shortly. If you have not signed and returned the original contract, please do so.

<u>Agreement</u>	<u>MRA</u>
CSP2020	\$708,225

If you have any questions please contact me at (916) 323-6196 , or by e-mail at lyork@cde.ca.gov.

Sincerely,

Lisa York, Fiscal Analyst, Child Development Fiscal Services



Peralta Community College District

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

July 16, 2012

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,

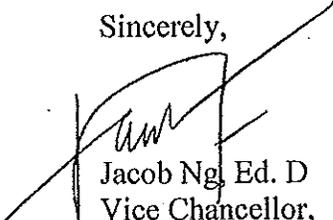
Pursuant to our discussions with various representatives of your office, we are sending you our signed Local Agreement for Child Development Services:

Date: July 16, 2012
Contract Number: CSPP-2020
Program Type: California State Preschool Program
Project Number: 01-6126-00-2

As you are aware, we need Board authorization to enter into the 2012-13 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 \$627,560. Our Board does not meet until September 11, 2012, so we would like to sign the contract now and send you the Board resolution after the September 11th 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: Jose Ortiz, Chancellor
Ron Gerhard, Vice Chancellor of Finance

Berkeley City College

College of Alameda

Laney College

Merritt College



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2012

2012-13 Child Care and Development Contracts

REQUIRED ATTACHMENT CHECK LIST

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

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

Attachment Name/Description

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



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Attention: EXECUTIVE DIRECTORS, CHILD DEVELOPMENT PROGRAMS

Subject: 2012-13 CHILD DEVELOPMENT CONTRACT

DO NOT REMOVE ANY PAGES STAPLED TO THE CONTRACT FACESHEET

1. X Submitted for your approval are two (2) copies of the 2012-2013 contract. The person signing this contract must be the Executive Director, Superintendent, or authorized designee. If the authorized designee signs, please submit appropriate delegation to sign. Please sign both copies, insert the title of the person signing and the current mailing address in the Contractor's signature box, and RETURN BOTH COPIES of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

THE 2012-2013 FUNDING TERMS AND CONDITIONS (FT&C's) are available on the Internet at: <http://www.cde.ca.gov/fg/aa/cdl/>.

2. X CCC-307, Contractor Certification Clauses

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

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

Sincerely,

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

DM:ds

PLEASE RETURN ALL COPIES TO:
California Department of Education
**ATTENTION: Contracts, Purchasing
and Conference Services**
1430 N Street, Suite 1802
Sacramento, CA 95814-5901



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Date: June 1, 2012

Dear Executive Directors, Child Development Programs:

2012-13 CHILD DEVELOPMENT CONTRACTS

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

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

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

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

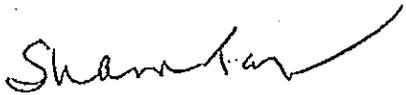
The CDE encourages you to read the General Terms and Conditions (GTC-610/GIA-610). For those contracts that incorporate the GTC-610, it is necessary that you sign and return the CCC-307 with your signed contract or CDE will be unable to process your contract. **Please sign and return your contract(s)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

June 1, 2012
Page 2

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

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

Sincerely,



Sharon Taylor, Director
Fiscal and Administrative Services Division

ST:dm
Attachments

Attachment A

2012-13 FT&Cs Summary of Changes

All Programs

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

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

Center Based Child Care Programs

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

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

Alternative Payment Programs

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

June 1, 2012

Page 5

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



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 1, 2012

Dear Director of Child Development Programs:

FISCAL YEAR 2012-13 CHILD DEVELOPMENT CONTRACT(S)

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

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

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

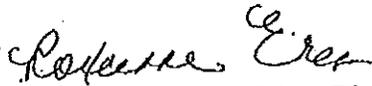
For CAPP, C2AP, and C3AP, May Revise continues to propose the administrative restructuring of child care with all of the funding for these contract types budgeted within the Alternative Payment schedule and the understanding that these three programs would be combined into one contract. Due to Superintendent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

June 1, 2012
Page 2

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

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

Sincerely,



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

RE:ey
Enclosure



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13

DATE: July 01, 2012

CONTRACT NUMBER: CSPP-2020

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 01-6126-00-2

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, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$627,560.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 18,254.0

Minimum Days of Operation (MDO) Requirement 223

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)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jacob Ng, Vice Chancellor	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 333 East 8th Street, Oakland, CA 94606	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 627,560	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 627,560	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: PERALTA COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-2020

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 178,419	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 \$ 178,419	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 98,161	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 \$ 98,161	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 350,980	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 \$ 350,980	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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	

EXHIBIT A

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

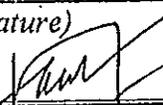
a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders,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

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

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> Dr. Jacob Ng, Vice Chancellor		
<i>Date Executed</i>	<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

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 -1.LL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Laney College 900 Fallon St. Oakland, CA 94607
Merritt College 12500 Campus Dr. Oakland, CA
94619

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

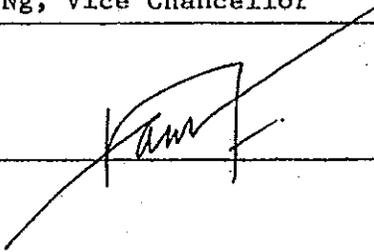
b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue,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

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

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

NAME OF APPLICANT (CONTRACT AGENCY) PERALTA COMMUNITY COLLEGE DISTRICT	CONTRACT # CSPP-2020
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Dr. Jacob Ng, Vice Chancellor	
SIGNATURE 	DATE 7/26/12