MEMORANDUM OF UNDERSTANDING (MOU)

CAREER PATHWAY TRUST
PARTNERSHIP AGREEMENT
BETWEEN
PERALTA COMMUNITY COLLEGE DISTRICT (LEAD AGENCY)
AND

Alameda Unified School District
Albany Unified School District
Berkeley Unified School District
Castro Valley Unified School District
Emery Unified School District
Hayward Unified School District
Piedmont Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
Oakland Unified School District
West Contra Costa Unified School District
Berkeley City College
College of Alameda
Laney College
Merritt College
Chabot College
Contra Costa College
Eden Area Regional Occupational Program
Alameda Office of Education

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1 PREFACE

This is an agreement ("AGREEMENT") between lead agency Peralta Community College District ("PERALTA"), located at 333 E. 8th Street, Oakland, CA 94606 and Alameda Unified School District, Albany Unified School District, Berkeley Unified School District, Emery Unified School District, Hayward Unified School District, Oakland Unified School District, Piedmont Unified School District, San Leandro Unified School District, San Lorenzo Unified School District, and West Contra Costa Unified School District ["K-12 PARTNER(S)"] and Berkeley City College, Chabot College, College of Alameda, Contra Costa College, Laney College, Merritt College, Eden Area Regional Occupational Program, and Alameda Office of Education ["CC PARTNER(S)"], (collectively referenced as ["PARTNER(S)"]. PARTNERS include its officers, employees, consultants, subcontractors, and agents.

The effective date of this AGREEMENT is July 1, 2014 ("EFFECTIVE DATE"). AGREEMENT remains effective until it terminates on June 30, 2018 ("TERMINATION DATE"), as provided herein (collectively, "AGREEMENT PERIOD").

This AGREEMENT is funded with the California Career Pathways Trust ("CCPT") from the California Department of Education for the amount of fifteen million dollars ($15,000,000). Funds for the CCPT have been appropriated as part of Assembly Bill 86, Chapter 48, Statutes of 2013, for the establishment of kindergarten through community college (K-14) career pathways programs.

Whereas PARTNERS agreed to participate in and supported the East Bay I-80/880 Consortium application for Career Pathways Trust (CPT) funding from the California Department of Education.

Whereas the future of our communities and regional economies is directly tied to the ability of education and industry to forge strong partnerships which build pipelines aligned to regional economic priorities.

Whereas the I-80/880 application responded to these priorities and the CPT RFA mandate to build robust partnerships between employers, schools, and community colleges, in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment. The I-80/880 Consortium's application proposed a collaboration between colleges, K12 school districts, and industry on deep pathway design that will identify relevant technical skills, course sequences, early career advising and matriculation, assessment, enhanced student support, career readiness training, and development of a regional system for linking employers to the classroom and student experience through a continuum of work-based learning opportunities.

Whereas the priority pathways identified in the I-80/880 application include health sciences, advanced manufacturing/engineering, information & computer technologies, digital arts, and public service and law.

Whereas the CPT RFA established clear deliverables and expectations for data sharing, regional intermediation, work based learning and other major infrastructure issues. PARTNERS agreed, per the bulleted list of expectations below, to comply with both the broad vision of our CPT application and all of the specific provisions of the CPT RFA released by the California Department of Education with the overarching goals that PARTNERS:

- Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student's academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Whereas the CPT grant will provide direct support for districts that will benefit both the districts and students, including direct support for pathway development and implementation, technical assistance and professional development to enhance pathway programming, assistance in the compliance with data sharing and evaluation to build a self-sustaining regional network for evaluation pathway programs, and support to help us build targeted support services and structures that enhance student achievement and their development of 21st century skills.

Now, therefore in consideration of the mutual agreement set forth in the AGREEMENT, the parties agree as follows:

2 SERVICES AND OBLIGATIONS

PARTNER and PERALTA shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013. (See Exhibit G: GRANT AWARD NOTIFICATION (GAN) LETTER)

2.1 PARTNER'S Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region.

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student's academic career.

Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

PARTNER shall deliver outcomes as specified in this AGREEMENT and in Exhibit A—Work Plan and Outcomes (collectively, "WORK").

Relationship and Governance

- To enter into a legally binding MOU with the Peralta Community College District , which will include the provisions outlined in the Letter of Commitment and appropriate standard conditions and deliverables,
- That the provision of funding to PARTNERS is contingent upon meeting stated implementation, reporting, and evaluation requirements to be clearly stated in this Agreement developed between my district and the CPT lead agency,
- To provide representation to all consortium governance committees to which Partner is assigned including the Executive Committee, Consortium Workgroup, and other groups and task forces as agreed to by the consortium or required to remain in compliance with the grant requirements established by the California Department of Education.

Staffing and Implementation

- Provide faculty or school leaders, who have demonstrated expertise and a track record of success in developing career pathways and driving student success, to collaborate with their colleagues in the CPT consortium school districts, colleges and industry partners in order to strengthen career pathway programs.
- Designate district personnel for planning efforts to establish a Regional Intermediary that will be responsible for engaging industry to: **(1)** advise career pathway programs so they meet current and emerging industry needs; **(2)** coordinate work-based learning opportunities for students among other functions to be determined; and **(3)** subsequently participate in periodic regional meetings to guide the CPT effort.
- Once the Regional Intermediary has been established and proven its value to the field, consider a financial commitment along with the other CPT consortium partners so that the work can be sustained beyond the CPT funding period – based on the Intermediary's impact on career pathway programs' effectiveness and on students' preparation for college, career, and adult life.
- Ensure that faculty and school leaders access CPT-funded professional development that equips them to deliver effective career pathway programs via collaborative curriculum development, alignment with Common Core and Next Generation Science Standards, utilizing project-based learning and integrating 21st century competencies into academic and career-relevant instruction.
- Collaborate with staff from other LEAs, colleges, industry, and technical assistance providers, to finalize common course sequences in the targeted career pathways.
- Recruit a cohort of students each year that is broadly representative of overall district population, including students with special needs, for enrollment in each of career pathways, with the intent of steadily increasing the numbers of students who participate and succeed in these pathways.
- Ensure that classroom learning promotes students' development of skills needed for success in 21st century workplaces – such as time management, collaboration, problem-solving, communication, leadership and analytic skills.
- Provide all students in pathways with opportunities for work-based learning experiences.
- Provide students with opportunities for concurrent enrollment in community college courses aligned with their career pathways while they are still in high school.
- Connect students with support services – such as college and career counseling,

educational planning, and health supports – to facilitate their success in their career pathway programs and education in general.

- Engage K-8 students and their families in college and career awareness and career exploration activities and assist students and families to select their high school pathways prior to 9th grade.

Evaluation

- Comply with all data sharing and tracking requirements of the CPT grant and as required by this common agreement by the consortium on pathway participation and outcomes.
- Identify lead staff to work with the consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be CalPASS Plus/Launchboard).
- Participate in a pathway and course naming convention with Consortium Partners and agree to using those conventions (and related translation tables) when identifying and tracking pathway students and courses.
- Develop a Memorandum of Understanding with CalPASS Plus no less than 2 months after the grant start date to support the uploading and sharing of data through a common platform, perform regular uploads of appropriate data to CalPASS Plus (twice yearly) as well as an initial submission of at least five years of retrospective data to CalPASS Plus at the beginning of the grant.
- Understand that data submission is a fundamental requirement of participation in this grant, and that the lead agency reserves the right to withhold grant funds from PARTNERS until such time as successfully comply with these commitments and upload the required information.

As part of participation in the East Bay I-80/880 Consortium's project, PARTNERS agree to maximize the use of resources independent of the CPT grant to strengthen career pathways and support the needs of students within them. Specifically, combined direct, in-kind, and other matching support for this grant will be approximately fifteen million dollars ($15,000,000) over the 5 year project period. These resources will be used to support the project's coordination, data gathering and sharing, collaborative planning, professional development, and services for students.

2.2 Requirements for Communication and Reporting

PARTNER shall be required to submit an itemized invoice, and fiscal and progress reports in accordance with the schedule specified in Exhibit A—Work Plan and Outcomes and Exhibit B—Budget and Payment Schedule.

2.3 Invoices

See Section 3 and Exhibit B—Budget and Payment Schedule. PARTNER must include a statement in the invoice acknowledging that state grant is the funding source for the payment.

2.4 Fiscal Reports

PARTNER shall comply with all state accounting practices.

2.5 Progress Reports

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

PARTNERS shall provide yearly progress reports and data to PERALTA to enable PERALTA's timely and complete submission to the State. PERALTA is required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program.

In addition, PARTNER shall submit to PERALTA an end-of-project report on the project's goals, including evaluative evidence to support project successes and suggested strategies for program improvement. The format for these reports shall comply with California Department of Education contracting requirements. Program outcome measures will be collected on an annual basis through submission of an annual progress report which will include the following categories:

K-12 PARTNERS (Local Educational Agency, hereinafter "LEA")

1. Number of students enrolled in the career pathways program.

2. Number of students who have successfully participated in the career pathways program (successfully participated is defined by a "C" grade or better in all pathway courses).

3. Number of students participating in internships, work-based learning, mentoring, job shadowing opportunities, work experience, and student leadership organizations as part of the career pathways program.

4. Number of students in the career pathways program who received a high school diploma.

5. Number of students in the career pathways program who received a nationally recognized or state approved career technical education (CTE) certificate.

CC PARTNERS (Postsecondary Education)

1. Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway) and their credits earned in either dual enrollment or credit by exam.

2. Number of students who completed one credit-bearing course, two courses, and/or completed a career pathway within the career pathways program.

3. Number of students participating in internships, work-based learning, mentoring, job shadowing opportunities, work experience, and student leadership organizations as part of the career pathways program.

4. Number of students in the career pathways program who transitioned from community college to a California State University, University of California, or private university.

5. Number of students in the career pathways program who received an Associate of Arts degree or Associate of Science degree.

6. Number of students in the career pathways program who entered employment or training.

7. Number of students in the career pathways program who received a nationally recognized or state approved CTE certificate.

2.6 Ongoing Contact and Monitoring

Ongoing contact with project monitors is required. Funded projects will be subject to one or more formal site visits during the period of performance. PARTNER agrees to allow such site visits by the project monitors.

PARTNER agrees to allow the following monitoring activities:

- *Reporting* – PERALTA shall review all financial and performance reports submitted by PARTNER.

- *Site visits* – PARTNER shall allow periodic site visits by PERALTA and the state project monitor to review financial and programmatic records and observe operations.

- *Regular contact* – PERALTA and PARTNER shall maintain regular contact and appropriate inquiries concerning program activities.

2.7 Reporting Timeline and Monitoring

PARTNERS must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by PARTNERS to PERALTA by June 30th of each program year:

Year 1 (2014–15):

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities

- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 2 (2015–16):
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 3 (2016–17):
- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 4 (2017–18):
- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

PERALTA Reporting Requirements to the California Department of Education

Due Date	Item
July 1, 2014	*Grant Award Notification Signed by Grantees*
August 31, 2015	2014–15 AY Expenditure Report and Progress Report
August 31, 2016	2015–16 AY Expenditure Report and Progress Report
August 31, 2017	2016–17 AY Expenditure Report and Progress Report
August 31, 2018	2017–18 AY Final Expenditure and End of Project Report

2.8 Document Retention

PARTNER shall retain fiscal and progress reports documents for a minimum period of three (3) years after completion of activities for which funds are used.

2.9 Subcontracting

PARTNER shall adhere to the rules in Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries (Subcontractors).

3 ALLOWABLE COSTS AND PAYMENT

3.1 Schedule of Payments

PERALTA shall pay each PARTNER according to Exhibit B—Budget and Payment Schedule.

PARTNER shall invoice PERALTA for payments as set forth in Exhibit B—Budget and Payment Schedule. Late payment by PERALTA shall not constitute a material breach of the AGREEMENT.

3.2 Allowable Costs

PARTNER shall compensate its employees, consultants, ROPs, and community partners for work done to meet the goals, objectives, and work plan of the project. PARTNER will invoice PERALTA for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

Travel expenses will be in accordance with Exhibit E—Travel and Per Diem Limitations.

This contract does not permit PARTNER to charge *indirect* expenses to PERALTA for the performance of these services. Out of state/out of country travel expenses are not compensable.

3.3 Payment Not Acceptance

No payment made to PARTNER shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that PERALTA may then or thereafter have against PARTNER. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

3.4 Payments Withheld

PERALTA may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect PERALTA from loss because of:

a. PARTNER'S failure to supply the WORK in accordance with the AGREEMENT and the objectives of the program; or
b. Third-party (including but not limited to subcontractors) claims or suits arising out of or relating to PARTNER'S supply of the WORK.

3.5 No Obligation to Make Payment

Notwithstanding any provision to the contrary, PERALTA shall have no obligation to make any payment to PARTNER at any time, after NOTICE to PARTNER when PARTNER is in material breach of the AGREEMENT.

4 INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party (or parties) and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of the other party (or parties), its officers, agents or employees in connect with or arising from or out of the performance of this AGREEMENT.

5 COMPLIANCE WITH LAWS AND CERTIFICATIONS

5.1 Compliance with Laws

PARTNER declares that PARTNER shall fully comply with all laws, executive orders, regulations, Peralta Community College District Board Policies, and other legal requirements applicable to PARTNER and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

Applicable documents are referenced in Exhibit C (Applicable Law, Regulations, Guidelines, and Policies) of this AGREEMENT.

5.2 Technology Accessibility

PARTNER hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194, and California Government Code Section 11135 incorporating Section 508.

5.3 Non-Discrimination

PARTNER agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, Peralta Community College District Board Policies 3410, 3420, and 3430, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. PARTNER agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

5.4 Sexual Harassment

PARTNER declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. PERALTA shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

5.5 Conflicts of Interest

PARTNER represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or PERALTA'S conflict of interest code (BP 2710, AP 2710, and AP 2712). PARTNER represents that it has completely disclosed to PERALTA, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which PARTNER believes any member of PERALTA or other officer, agent, or employee of PERALTA or any department presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder

PARTNER is also aware of California conflict of interest provisions applicable to current State employees (Public Contract Code section 10410), and former state employees (Public Contract Code section 10411).

5.6 State Certification Clauses—SIGNATURE ON EXHIBIT D1 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the California provisions listed herein, described in Exhibit D1—State Contractor Certification Clauses.

Exhibit D1 requires the signature of PARTNER'S authorizing agent.

5.7 Certification Clauses— SIGNATURE ON EXHIBIT D2 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the Federal provisions pertaining to *Lobbying, Debarment, Suspension and Other Responsibility Matters*, and *Drug-free Workplace*, as provided in Exhibit D2—Certifications.

Exhibit D2 requires the signature of PARTNER'S authorizing agent.

6 CONFIDENTIALITY

6.1 Duty to Keep Information Confidential

PARTNER shall enter into student data-sharing agreement with CalPASS Plus/Launchboard that allows PERALTA access and affirms student confidentiality requirements.

PERALTA and PARTNER are subject to the California Public Records Act. Bearing applicable law, PARTNER shall treat as confidential all non-public information disclosed by PERALTA in connection with this AGREEMENT, including but not limited to written or oral communications, CalPASS Plus/Launchboard information, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"). The terms and conditions of this AGREEMENT shall also be deemed Confidential Information. PARTNER

shall not disclose Confidential Information to any third party except as PERALTA authorizes, and shall only disclose it to those within PARTNER'S organization who need to use it on an as needed basis in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, Contractor shall return or destroy all such Confidential Information (except for this AGREEMENT), or otherwise dispose of it as PERALTA may approve. This provision is not intended to restrict PARTNER's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. PARTNER shall defend, indemnify and hold harmless PERALTA from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained by PERALTA as a result of any disclosure or use of any Confidential Information in violation of this AGREEMENT.

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend indefinitely beyond the AGREEMENT PERIOD.

7 FINANCIAL RECORDS, AND NOTICE

7.1 Accounting Records and Auditing

PARTNER shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with state guidelines, and generally recognized accounting principles and practices.

PERALTA shall have the right at any reasonable time to examine, audit, and reproduce the records. PARTNER agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist PERALTA in its auditing procedures at no cost to PERALTA The provisions of this section shall be specifically enforceable.

7.2 NOTICE

PARTIES shall provide notice ("NOTICE") to each other in written form sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Exhibit I—Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

8 MODIFICATION OF AGREEMENT

8.1 AUTHORIZED AGENTS

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT ("AUTHORIZED AGENT") in Exhibit H Authorized Agents.

8.2 Modifications

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that PERALTA personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK ("CHANGES"). Failure of PARTNER to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and PARTNER thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

9 TERMINATION

AGREEMENT shall terminate upon completion by PARTNER of its obligations in this AGREEEMENT or by the TERMINATION DATE, whichever occurs first. This AGREEMENT may be terminated by party upon thirty (30) days written notice. Such termination shall not take effect with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction during the term of this AGREEMENT.

9.1 Payment Obligations

In the event AGREEMENT is terminated prior to completion of the project, PERALTA shall pay PARTNER the reasonable costs incurred by PARTNER to the time of the termination.

9.2 Course of Dispute

Unless PERALTA gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow PARTNER to discontinue the WORK during the course of any dispute, and PARTNER'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

10 INTERPRETATION

10.1 Integration

It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or PERALTA policies attached or referenced to herein are incorporated herein by reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES.

10.2 No Third-Party Beneficiaries

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT unless they are subcontractors.

10.3 PARTNER Is Independent of PERALTA

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PARTNER and its officers, agents, and employees are not entitled to participate in any pension,

11 DOCUMENTS INCORPORATED

The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

EXHIBIT A:	WORK PLAN AND OUTCOMES
EXHIBIT B:	BUDGET AND PAYMENT SCHEDULE
EXHIBIT C:	APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES
EXHIBIT D1:	STATE "CONTRACTOR CERTIFICATION CLAUSES"
EXHIBIT D2:	CERTIFICATIONS
EXHIBIT E:	TRAVEL AND PER DIEM LIMITATIONS
EXHIBIT F:	AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND THEIR AUXILIARIES (SUBCONTRACTING)
EXHIBIT G:	GRANTEE AWARD NOTIFICATION
EXHIBIT H:	AUTHORIZED AGENTS
EXHIBIT I:	NOTICE CONTACTS

When the terms of the exhibits conflict with any provisions of the AGREEMENT, the AGREEMENT controls.

12 EXECUTED

12.1 Authority.

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Peralta Community College District. An AUTHORIZED AGENT for each PARTY shall sign.

12.2 Executed.

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

PARTNER ACCEPTS AND AGREES:

Signature: _____

Print Name: _____

Title: _____

Date: _____

PERALTA ACCEPTS AND AGREES:

Signature: _____

Print Name: José M. Ortiz, Ed.D.
Title: Chancellor, Peralta Community College District (Authorized Agent)
Date: _____

APPROVED AS TO LEGAL FORM:
Signature: _____
Print Name: Thuy Thi Nguyen
Title: General Counsel, Peralta Community College District
Date: _____

PERALTA's EDUCATIONAL SERVICES APPROVAL (for internal reference only):
Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A: WORKPLAN AND OUTCOMES

Outcome #1 (LEA): Number of students enrolled in the career pathways program will approximate 5,570 in the 2014-15 program year. This outcome will dovetail with work in 2014-15 to (1) come to a common definition across the Consortium of what specific components a career pathway program consists; (2) refine Tier system (see Section I.1) to rate each program's development and assist LEAs to identify and address gaps to fully build out their programs; and (3) develop a baseline of the number and percentage of all students in career pathway programs in each LEA, to help us fine tune goals for extending the reach of these programs and to plan programming accordingly. LEAs currently collect data on the number of students enrolled in their career academies and other pathways, but will have to refine this data collection so that it aligns with the shared definition of "career pathway programs" we establish.

Outcome #2 (LEA): We will use 2014-15 data to establish a baseline number of students participating in internships, WBL, mentoring, job shadowing opportunities, work experience, and student leadership activities as part of the career pathways program. This outcome relates directly to two key components of the Consortium's work in 2014-15: (1) defining a sequence for WBL activities to be used region-wide, and (2) building student leadership development activities into career pathways programs. We believe that building out career pathways so that students have opportunities for a sequence of WBL is at the heart of the initiative and our collaboration with industry to prepare students for college and careers. Again, LEAs do not yet intentionally gather data on these outcomes. We will, therefore, use 2014-15 to establish a baseline from which to inform programming, V.1 continued: Answer: set future outcome goals, monitor progress, and guide ongoing efforts.

Outcome #3 (postsecondary): Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway) will approximate 8,417 during the 2014-15 program year and we will also measure their credits earned in either dual enrollment or credit by exam. Our colleges collect data on student enrollment in particular classes, dual enrollment, and student participation in various types of programs (certificate, degree, transfer), but we will have to further define what "enrollment in the career pathways program" means at the postsecondary level, and refine data collection accordingly. The projected number of enrolled students above will be nuanced by this definition and may rise or fall depending on how the Tiers of participation in pathways are defined. Review of historical data and current data from Cal-PASS Plus will help us establish a reliable baseline for this measure and assist us in setting goals and monitoring progress in future years. Dual enrollment and credit by exam are both important measures of the success of our efforts to create seamless transitions from secondary to postsecondary education and to enable students to have a head start in college that will increase their chances in completing the goals in their Education Plans. In 2014-15, our Consortium will develop systems for collecting and tagging the relevant data for these program measures (and the other CCPT outcome measures) that are not currently collected by school district and college student information systems. This will be part of our work to build infrastructure for data collection, program and outcome monitoring, and continuous improvement of the career pathway programs.

California Career Pathways Trust
Target Group

THE CHART BELOW INDICATES THE TOTAL NUMBER OF STUDENTS TO BE SERVED IN EACH CAREER PATHWAY PROPOSED IN THE GRANT APPLICATION.

Career Pathway Name	Total Number of Students 2014–15	Total Number of Students 2015–16	Total Number of Students 2016–17	Total Number of Students 2017–18
Health Sciences	3,309	4,191	4,695	5,239
Engineering (including Advanced Manufacturing)	2,194	2,858	3,256	3,696
Information & Communication Technologies/Digital Media	4,922	5,842	6,252	6,752
Public Service (including Law)	1,781	1,980	2,187	2,381
TOTAL	**12,206**	**14,871**	**16,390**	**18,068**

EXHIBIT B: BUDGET AND PAYMENT SCHEDULE

As full compensation for all WORK contemplated by the AGREEMENT, PARTNER shall be recompensed based on the categories presented in grant proposal as referenced below.

I-80/880 CPT Grant - Budget Allocations Adopted as of March 16, 2014

	# Students	Percent	Year 1	Year 2	Year 3	Year 4	Year 5	Total	K-12 Allocation	CC Allocation
Revenue			**$7,500,000**	**$5,250,000**	**$2,250,000**	**$0**	**$0**	**$15,000,000**		
			50%	**35%**	**15%**	**0%**	**0%**	**100%**	**55.9%**	**44.1%**
Expenses										
Peralta - Lead Agency		**5.0%**	$375,000	$262,500	$112,500	$0	$0	$750,000	**$419,118**	**$330,882**
Intermediary Expenses		**10.0%**	$750,000	$525,000	$225,000	$0	$0	$1,500,000	**$838,235**	**$661,765**
Subtotal Regional Management			**$1,125,000**	**$787,500**	**$337,500**	**$0**	**$0**	**$2,250,000**	**$1,257,353**	**$992,647**
K-12 Districts		**38%**	**$2,850,000**	**$1,995,000**	**$855,000**	**$0**	**$0**	**$5,700,000**		
Alameda	10,836		$197,401	$138,181	$59,220	$0	$0	$394,802		
Albany	3,804		$85,522	$59,865	$25,656	$0	$0	$171,043		
Berkeley	9,779		$180,584	$126,409	$54,175	$0	$0	$361,168		
Castro Valley	9,210		$171,531	$120,072	$51,459	$0	$0	$343,062		
Emery	751		$36,948	$25,864	$11,085	$0	$0	$73,897		
Hayward	21,934		$373,970	$261,779	$112,191	$0	$0	$747,940		
Leadership Public Schools	307		$4,884	$3,419	$1,465	$0	$0	$9,769		
Oakland	46,181		$759,740	$531,818	$227,922	$0	$0	$1,519,479		
Piedmont	2,651		$42,177	$29,524	$12,653	$0	$0	$84,355		
San Leandro	8,704		$163,481	$114,436	$49,044	$0	$0	$326,961		
San Lorenzo	12,270		$220,216	$154,151	$66,065	$0	$0	$440,431		
West Contra	30,398		$508,632	$356,043	$152,590	$0	$0	$1,017,264		
Eden ROP	5,000		$104,550	$73,185	$31,365	$0	$0	$209,100		
Subtotal	**161,825**		**$2,849,636**	**$1,994,745**	**$854,891**	**$0**	**$0**	**$5,699,272**	**$5,699,272**	**$0.00**
Community Colleges		**30%**	**$2,250,000**	**$1,575,000**	**$675,000**	**$0**	**$0**	**$4,500,000**		
Alameda	5,843	**3.4%**	$258,387	$180,871	$77,516	$0	$0	$516,775		
Berkeley City	6,560	**3.9%**	$290,094	$203,066	$87,028	$0	$0	$580,189		
Laney	11,989	**7.1%**	$530,174	$371,122	$159,052	$0	$0	$1,060,348		
Merritt	6,186	3.6%	$273,555	$191,489	$82,067	$0	$0	$547,111		
Contra Costa	7,021	4.1%	$310,481	$217,336	$93,144	$0	$0	$620,961		
Chabot	13,281	7.8%	$587,308	$411,116	$176,193	$0	$0	$1,174,617		
Subtotal CC	**50,880**	**30.0%**	**$2,250,000**	**$1,575,000**	**$675,000**	**$0**	**$0**	**$4,500,000**	**$0.00**	**$4,500,000**
PD/TA		**13%**	**$975,000**	**$682,500**	**$292,500**	**$0**	**$0**	**$1,950,000**		
ACOE - Data Systems		3.0%	$225,000	$157,500	$67,500	$0	$0	$450,000	**$360,000**	**$90,000**
TA Providers ACOE CCASN, CLP, ConnectEd etc.		10.0%	$750,000	$525,000	$225,000	$0	$0	$1,500,000	$838,235	$661,765
Subtotal			**$975,000**	**$682,500**	**$292,500**	**$0**	**$0**	**$1,950,000**	**$1,198,235**	**$751,765**
Total Direct Expenses			**$7,199,636**	**$5,039,745**	**$2,159,891**	**$0**	**$0**	**$14,399,272**	**$8,154,860**	**$6,244,412**
Indirect @ 4% Peralta		**4%**	**$300,000**	**$210,000**	**$90,000**	**$0**	**$0**	**$600,000**		**$600,000**
Total		**100%**	**$7,499,636**	**$5,249,745**	**$2,249,891**	**$0**	**$0**	**$14,999,272**	**$8,154,860**	**$6,844,412**
Allocation Percentage									**54.4%**	**45.6%**

Form F: California Career Pathways Trust
2015–16 Grant Budget Page

Each applicant must submit this **Budget Page** for each program year that explains all expenditures under each category. Applicant may display matching of funds (cash or in-kind) for the grant to show support from local educational agency/community college district and/or business/community partners.

Agency Name: Peralta Community College District	District Code: 340
Project Director: Michael Orkin, Vice Chancellor for Educational Services, Peralta Community College District	Phone Number: 510.466.7308
Amount Requested: $5,074,945	Fiscal Agent Contact: Susan Rinne, Interim Vice Chancellor for Finance, Peralta Community College District 510.466.7220

Expenditure Codes	Career Pathways Program (Dollar Value)	Sources of Local Match (Cash or In-kind)		Budget Item Totals
		District Match	Business/ Community Match	
1000 Certificated Salaries	$320,660	$189,479	$0	$510,139
2000 Classified Salaries	$372,819	$90,812	$0	$463,631
3000 Employee Benefits	$292,618	$86,521	$0	$379,139
4000 Books and Supplies	$58,338	$1,080	$0	$59,418
5000 Services and Other Operating Expenditures (other than Travel expenditures)	$3,814,046	$2,235,770	$3,244,765	$9,294,581
5200 Travel & Conferences	$6,464	$3,280	$0	$9,744
6000 Capital Outlay	$0	$0	$0	$0
7000 Indirect Charges (CDE approved rates apply)	$210,000	$0	$0	$210,000
Totals	**$5,074,945**	**$2,606,942** **51.37%**	**$3,244,765** **63.94%**	**$10,926,652**

Please indicate the percentage of Sources of Local Match with the total amount of funds requested.

Signature of Superintendent/President of Lead Agency

3.26.14

Date

California Department of Education

Form G: California Career Pathways Trust
2016–17 Grant Budget Page

Each applicant must submit this **Budget Page** for each program year that explains all expenditures under each category. Applicant may display matching of funds (cash or in-kind) for the grant to show support from local educational agency/community college district and/or business/community partners.

Agency Name: Peralta Community College District	District Code: 340
Project Director: Michael Orkin, Vice Chancellor for Educational Services, Peralta Community College District	Phone Number: 510.466.7308
Amount Requested: $2,734,139	Fiscal Agent Contact: Susan Rinne, Interim Vice Chancellor for Finance, Peralta Community College District 510.466.7220

Expenditure Codes	Career Pathways Program (Dollar Value)	Sources of Local Match (Cash or In-kind)		Budget Item Totals
		District Match	Business/ Community Match	
1000 Certificated Salaries	$198,285	$197,999	$0	$396,284
2000 Classified Salaries	$288,053	$177,746	$0	$465,799
3000 Employee Benefits	$222,157	$112,442	$0	$334,599
4000 Books and Supplies	$20,625	$1,080	$0	$21,705
5000 Services and Other Operating Expenditures (other than Travel expenditures)	$1,908,723	$2,870,903	$3,244,765	$8,024,391
5200 Travel & Conferences	$6,296	$2,680	$0	$8,976
6000 Capital Outlay	$0	$0	$0	$0
7000 Indirect Charges (CDE approved rates apply)	$90,000	$0	$0	$90,000
Totals	**$2,734,139**	**$3,362,850**	**$3,244,765**	**$9,341,754**
		122.99%	**118.68%**	

Please indicate the percentage of Sources of Local Match with the total amount of funds requested.

Signature of Superintendent/President of Lead Agency

Date 3.26.14

California Department of Education

Form H: California Career Pathways Trust
2017–18 Grant Budget Page

Each applicant must submit this **Budget Page** for each program year that explains all expenditures under each category. Applicant may display matching of funds (cash or in-kind) for the grant to show support from local educational agency/community college district and/or business/community partners.

Agency Name: Peralta Community College District	District Code: 340
Project Director: Michael Orkin, Vice Chancellor for Educational Services, Peralta Community College District	Phone Number: 510.466.7308
Amount Requested: $625,406	Fiscal Agent Contact: Susan Rinne, Interim Vice Chancellor for Finance, Peralta Community College District 510.466.7220

Expenditure Codes	Career Pathways Program (Dollar Value)	Sources of Local Match (Cash or In-kind)		Budget Item Totals
		District Match	Business/ Community Match	
1000 Certificated Salaries	$45,500	$282,308	$0	$327,808
2000 Classified Salaries	$158,764	$229,629	$0	$388,393
3000 Employee Benefits	$101,440	$166,502	$0	$267,942
4000 Books and Supplies	$19,673	$1,080	$0	$20,753
5000 Services and Other Operating Expenditures (other than Travel expenditures)	$296,261	$3,038,397	$3,244,765	$6,579,423
5200 Travel & Conferences	$3,768	$2,680	$0	$6,448
6000 Capital Outlay	$0	$0	$0	$0
7000 Indirect Charges (CDE approved rates apply)	$0	$0	$0	$0
Totals	**$625,406**	**$3,720,596** **594.91%**	**$3,244,765** **518.83%**	**$7,590,767**

Please indicate the percentage of Sources of Local Match with the total amount of funds requested.

Signature of Superintendent/President of Lead Agency

3.26.14
Date

California Department of Education

Invoicing:

1. Invoices shall include the California Department of Education agreement number.

2. Invoicing must comply with the State Contracting Manual:
   (a) State Contracting Manual, Chapter 3, Section 3.06 –See Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries
   (b) State Contracting Manual, Chapter 7, Section 7.30 Contract Budgets, summarized below:
      A. The following items should be included and all unit rates must be extended and totaled:
         1. Personal service costs showing individual or position rates per unit of time
         2. Fringe benefits costs citing actual benefits or a percentage of personal services costs
         3. Operating expenses including rent and supplies
         4. Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract
         5. Overhead
         6. Other specific breakdown required
      B. A consultant services contract must contain the above items.
      C. If payment is based on a lump sum or fixed price for the total project, the contractor is paid for an agreed upon result.

   - Travel expenses and per diem rates are set at the rate specified by Peralta Community College District's Board Policy and Administrative Procedures 7400. See Exhibit E.

2. PARTNER must include a statement in the invoice to PERALTA affirming that PARTNER understands that funding for the project is a State grant, and that PARTNER applied appropriate accounting compliance procedures for State funds.

INVOICE ADDENDUM: CAREER PATHWAYS TRUST IS STATE FUNDED

This form must be attached with every invoice submitted to PERALTA for reimbursement of expenses.

AUTHORIZATION FOR CAREER PATHWAY TRUST COLLABORATIVE:

Career Pathways Trust (CPT), a California Department of Education career pathways program, is authorized to receive State funding under Assembly Bill 86, Chapter 48, Statutes of 2013. This AGREEMENT is funded in part or whole with a Career Pathways Trust Grant from the California Department of Education.

By checking the box below, PARTNER acknowledges that the attached invoice will be reimbursed with State funds, which are subject to State rules and guidelines.

PARTNER Acknowledges That State Funds Are Being Requested. (check box)	☐
Invoice Number:	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

PARTNER shall comply with General Assurances 2014-15, California Department of Education, to the extent applicable.

Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations* (*CCR*)
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code* (*EC*), as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations* (CFR) 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR* T5, §4202)
- The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall main-tain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
- The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR* T5, §4600 et seq.)
- The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82.

- The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
- The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.
- The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)
- The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

- The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- Schoolsite councils have developed and approved a Single Plan for Student

Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)

- The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
- Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(l), 54101; *CCR* T5, §§3944, 3946)
- Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
- At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
- State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.

- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
- Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
- Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
- 34 CFR 82 – Restrictions on Lobbying
- 34 CFR 85 – Government-wide Debarment and Suspension (Nonprocurement)
- 34 CFR 86 – Drug and Alcohol Abuse Prevention
- CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
- California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
- California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
- CA Education Code Section 45125.1 - Fingerprinting and Background Checks
- California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
- California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
- California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs

- Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.

EXHIBIT D1: STATE "CONTRACTOR CERTIFICATION CLAUSES"

(**California Form: CCC-307**)

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) (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)

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 lessor 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 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.

8. 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):

a. 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.
b. 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):

a. 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.
b. 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))

9. 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)

10. 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.)

11. 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.

12. 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.

13. 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.

14. 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.

15. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

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 above as Exhibit D1. 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

EXHIBIT D2: CERTIFICATIONS

State, as a matter of practice, has incorporated contracting requirements set by the federal government for grant applications. To the extent applicable, PARTNER further certifies below.

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 34 CFR Part 82, new restrictions on Lobbying, and 34 CFR Part 85, 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 U.S. 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 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, 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.

Certification

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

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.

Certification

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

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 whom 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 may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

Street Address	
City, County	
State, Zip Code	

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

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

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

Certification

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

EXHIBIT E: TRAVEL AND PER DIEM LIMITATIONS

Peralta Community College District shall reimburse pursuant to its Board Policy and Administrative Procedures 7400. (http://web.peralta.edu/trustees/bps-aps/)

Board Policy 7400 states, in relevant part:

"Actual and necessary authorized, documented expenses may be reimbursed, but will not exceed the per diem rates for lodging, meals, and incidentals established for the current year by the U.S. General Services Administration for the area visited with the following exception: The lowest discounted conference rate for the hotel(s) selected by a conference sponsor may be used as the per diem lodging reimbursement rate rather than the GSA federal rate." (www.gsa.gov)

Out-of-State Travel/Out-of-Country Travel – Not allowed

Receipts/Miscellaneous:

Keep all receipts. The California Department of Education may require submission of receipts with invoices.

Subcontractors are subject to the same rules and requirements if they are reimbursed for travel. Meals eaten when the individual is not on travel status and refreshments or break service at meetings are not reimbursable.

EXHIBIT F: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND THEIR AUXILIARIES (SUBCONTRACTING)

The following information is taken directly from the State Contracting Manual, Chapter 3, Section 3.06.

A. Government entities/auxiliaries exempt from competitive bidding: Agreements for services and consultant services do not require competitive bids or proposals if the contract is with:

1. A governmental agency from California or any state (PCC § 10340) or a state college or state university from California or any state
2. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
3. An auxiliary organization of the CSU, or a California community college
4. The Federal Government
5. A foundation organized to support the Board of Governors of the California Community Colleges, or
6. An auxiliary organization of the Student Aid Commission established under Education Code §69522.

B. Administrative overhead fees: Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first $25,000 for each subcontract.

C. No subcontracting to circumvent competitive bidding: Services to be provided by entities listed in Section A, above are to be performed primarily with the staff of the public entity or, in the case of the educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular educational institution. Agreements, with entities listed in Section A are not to be used by state agencies to circumvent the state's competitive bidding requirements. (PCC § 10340)

D. Subcontracting without limitation: Services may be subcontracted without restriction only when:

1. The primary agreement is a subvention agreement, or
2. The total of all subcontracts does not exceed $50,000 or 25 percent of the total contract, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements.
3. All subcontracts are with entities listed in Section A or the services to be provided under the subcontract are otherwise exempt from competitive bidding.

E. Subcontracting subject to conditions: If the total of all subcontracts exceeds $50,000 or 25 percent of the total contract, whichever is less, then subcontracting shall be permissible only if the subcontract:

1. Meets one of the categories in D, above, or
2. Prior written approval from DGS/OLS has been received, or
3. Certification that the subcontractor has been selected by the prime contractor pursuant to a bidding process requiring at least three bids from responsible bidders, or,
4. Approval by the agency secretary or highest executive officer, attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote the agency/department program needs and was not done for the purpose of circumventing competitive bidding requirements.

EXHIBIT G: GRANTEE AWARD NOTIFICATION

EXHIBIT H: AUTHORIZED AGENTS

PERALTA'S AUTHORIZED AGENTS

Name José M. Ortiz
Title Chancellor
Address 333 East 8th Street
Oakland, CA94606

Telephone (510) 466-4702
Facsimile (510) 268-0604
Other _____

PARTNERS' AUTHORIZED AGENT(S)

Name	_____	**Name**	_____
Title	_____	**Title**	_____
Address	_____	**Address**	_____
	_____		_____
	_____		_____
Telephone	_____	**Telephone**	_____
Facsimile	_____	**Facsimile**	_____
Other	_____	**Other**	_____

PARTNERS' AUTHORIZED AGENT(S)

Name	_____	**Name**	_____
Title	_____	**Title**	_____
Address	_____	**Address**	_____
	_____		_____
	_____		_____
Telephone	_____	**Telephone**	_____
Facsimile	_____	**Facsimile**	_____
Other	_____	**Other**	_____

EXHIBIT I: NOTICE CONTACTS

PERALTA'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address