County of Los Angeles
**CHIEF EXECUTIVE OFFICE**
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 18, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE CONTRACT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION (ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

Enter into a contract with the California Department of Education/Child Development Division (CDE/CDD) for the purpose of continuing the Investing in Early Educators Program. This program provides cash stipends to eligible participants who are working directly with young children in CDE/CDD funded child development programs or other qualified programs, and who complete at least one three-semester unit course in child development or other courses leading to a degree. This contract is for $3,078,883.

**JOINT RECOMMENDATION WITH THE CHILD CARE PLANNING COMMITTEE THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign the attached contract (Attachment A) with the CDE/CDD for the Child Care Salary Retention Incentive program for Fiscal Year (FY) 2011-12. The contract continues funding for the local Investing in Early Educators Program in the amount of $3,078,883. The Office of Child Care, within the Service Integration Branch of the Chief Executive Office (CEO), administers this contract on behalf of the Child Care Planning Committee (Planning Committee). The purpose of the Investing in Early Educators Program is to retain an educated and qualified child care workforce in CDE/CDD-subsidized child development centers and other specified child development programs.

2. Adopt the attached resolution (Attachment B) and delegate authority to the CEO or his designee, to prepare and execute any and all documents, and contract amendments on behalf of the County as may be deemed necessary to implement this contract. Approval as to form by County Counsel will be obtained prior to executing any amendments.

## PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The Office of Child Care has administered the Child Care Salary Retention Incentive program through CDE/CDD contracts since FY 2001-02. This program provides stipends to qualified persons working in CDE/CDD-funded child development centers for the purpose of boosting the retention and education of teachers. Beginning in 2006, a waiver was granted that allowed the program to include family child care providers in CDE/CDD-funded Family Child Care Home Education Networks and teachers in non-CDE/CDD-funded centers and family child care homes serving a majority of children whose care was subsidized.

This coverage has been instrumental in helping to promote the ongoing education of early educators. Over the life of the Investing in Early Educators Program, over 19,100 stipends have been awarded and 1,190 participants have earned college degrees. During FY 2010-11, the Investing in Early Educators Program paid out over $2,700,000 in stipends to early educators working in Los Angeles County. These monies helped 1,592 persons, including 140 licensed family child care providers, working directly with young children in Los Angeles County complete at least one three-semester college course. In fact, over 68 percent of the program participants completed six or more units. A total of 136 participants completed degree requirements and earned graduation stipends. Twelve participants earned Master of Arts degrees, 65 participants completed Bachelor of Arts or Science programs and 59 participants received Associate of Arts degrees.

## Implementation of Strategic Plan Goals

The Investing in Early Educators Program supports the County's strategic plan goal number two: Children, Family and Adult Well-being. The stipend component of this program is designed to address the quality of child development services by reducing teacher turnover in CDE/CDD-funded child development centers and other qualified programs, while also promoting the ongoing education of early educators.

## FISCAL IMPACT/FINANCING

Approval of the attached contract will provide a total of $3,078,883 for the continued operation of the Investing in Early Educators program. Funding is included in the Chief Executive Office Fiscal Year 2011-12 Adopted Budget. All costs associated with this contract are covered by the funding from CDE/CDD.

It should be noted that this program absorbed a 22 percent reduction in FY 2010-11 and an additional 9 percent for this fiscal year. These cuts will result in the release of fewer stipends. As previously stated, all CEO administrative costs will be covered.

## FACTS AND PROVISIONS/LEGALREQUIREMENTS

Assembly Member Dion Aroner introduced AB212 for the purpose of addressing the low salaries and high turnover rates in CDE/CDD-funded child development programs. The bill was signed into law in 2000 and funding to implement this legislation was included in the 2000 - 2001 State Budget. The Investing in Early Educators Program was launched in Los Angeles County in FY 2001-02. The contract before your Board will support the continued operation of the Investing in Early Educators Program through FY 2011-2012.

In 2005, Los Angeles County sponsored AB1285 which granted a waiver to the Investing in Early Educators Program and allowed the program to include: 1) teachers in non CDE/CDD-funded centers which serve a majority of state-subsidized children; and 2) family child care providers who are part of a CDE/CDD-funded network or who serve a majority of state-subsidized children. The waiver became effective in January 2006 and as a result of the 2009-2010 Budget Trailer Bill, will continue throughout the life of the program.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

Funding was reduced by 31 percent over last year and this current fiscal year. Therefore, stipends will be reduced accordingly.

## CONCLUSION

Three signed copies (original signatures are required) of the contract and a signed and dated resolution should be returned to:

Office of Child Care
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

Copies will be forwarded to CDE as required.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

BOBBIE EDWARDS
Chair, Child Care Planning Committee

WTF:TP
LB:KMS:cc

Attachments (3)

c: County Counsel
Auditor-Controller

AB212 Contract _Board Letter_10182011

*CALIFORNIA DEPARTMENT OF EDUCATION*
*1430 N Street*
*Sacramento, CA 95814-5901*

***F.Y. 11 - 12***

**DATE:** July 01, 2011

**CONTRACT NUMBER:** CRET-1018
**PROGRAM TYPE:** CC SALARY/RETENTION INCENTIVE
**PROJECT NUMBER:** 19-2419-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** LOS ANGELES COUNTY BOARD OF SUPERVISORS

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the CHILD CARE AND DEVELOPMENT FUND - PROGRAM REQUIREMENTS FOR CHIILD CARE SALARY/RETENTION INCENTIVE PROGRAM (Exhibit B), the attached APPLICATION/APPROVED COUNTY PLAN (Attachment C) which are by this reference incorporated into this contract. The Guidelines 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 are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of 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 1, 2011 through June 30, 2012. These funds shall not be used for any purpose considered nonreimburseable pursuant to the current Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations. The total amount payable pursuant to this agreement shall not exceed $3,078,883.00.

Expenditure of these funds shall be reported quarterly to Child Development Fiscal Services (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. For non-educational agencies, expenditures made for the period July 1, 2011 through June 30, 2012 shall be included in their 2011-12 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

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

**APPROVED AS TO FORM:**

Exhibit A, General Terms and Conditions attached.

**By** _____
**Deputy**

| STATE OF CALIFORNIA | CONTRACTOR |
|---|---|
| BY (AUTHORIZED SIGNATURE) | BY (AUTHORIZED SIGNATURE) |
| PRINTED NAME OF PERSON SIGNING<br>Margie Burke, Manager | PRINTED NAME AND TITLE OF PERSON SIGNING<br>MICHAEL D. ANTONOVICH, MAYOR |
| TITLE<br>Contracts, Purchasing & Conference Services | ADDRESS<br>500 W. Temple St., Los Angeles, CA 90012 |

| | | | | | |
|---|---|---|---|---|---|
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br>$ 3,078,883 | PROGRAM/CATEGORY (CODE AND TITLE)<br>Child Development Programs | | FUND TITLE | | Department of General Services use only |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT<br>$ 0 | (OPTIONAL USE)<br>See Attached | | | | |
| | ITEM<br>See Attached | CHAPTER | STATUTE | FISCAL YEAR | |
| TOTAL AMOUNT ENCUMBERED TO DATE<br>$ 3,078,883 | OBJECT OF EXPENDITURE (CODE AND TITLE)<br>702 | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | | T.B.A. NO. | B.R. NO. | |
| SIGNATURE OF ACCOUNTING OFFICER<br>See Attached | | | DATE | | |

**CONTRACTOR'S NAME:** LOS ANGELES COUNTY BOARD OF SUPERVISORS

**CONTRACT NUMBER:** CRET-1018

| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITLE) | | FUND TITLE | |
|---|---|---|---|---|
| $ 183,114 | Child Development Programs | | Federal | |
| PRIOR AMOUNT ENCUMBERED | (OPTIONAL USE)0656 | FC# 93.575 | PC# 000173 | |
| $ 0 | 14988-2419 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM 30.10.020 | CHAPTER | STATUTE | FISCAL YEAR |
| $ 183,114 | 6110-194-0890 | 33 | 2011 | 2011-2012 |
| [redacted] | OBJECT OF EXPENDITURE (CODE AND TITLE) | | | |
| | 702 | SACS: Res-5035 Rev-8290 | | |

| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITLE) | | FUND TITLE | |
|---|---|---|---|---|
| $ 1,737,729 | Child Development Programs | | Federal | |
| PRIOR AMOUNT ENCUMBERED | (OPTIONAL USE)0656 | FC# 93.575 | PC# 000174 | |
| $ 0 | 14989-2419 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM 30.10.020.901 | CHAPTER | STATUTE | FISCAL YEAR |
| $ 1,737,729 | 6110-194-0890 | 33 | 2011 | 2011-2012 |
| [redacted] | OBJECT OF EXPENDITURE (CODE AND TITLE) | | | |
| | 702 | SACS: Res-5035 Rev-8290 | | |

| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITLE) | | FUND TITLE | |
|---|---|---|---|---|
| $ 830,161 | Child Development Programs | | Federal | |
| PRIOR AMOUNT ENCUMBERED | (OPTIONAL USE)0656 | FC# 93.575 | PC# 000326 | |
| $ 0 | 14990-2419 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM 30.10.020 | CHAPTER | STATUTE | FISCAL YEAR |
| $ 830,161 | 6110-194-0890 | 33 | 2011 | 2011-2012 |
| [redacted] | OBJECT OF EXPENDITURE (CODE AND TITLE) | | | |
| | 702 | SACS: Res-5035 Rev-8290 | | |

| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITLE) | | FUND TITLE | |
|---|---|---|---|---|
| $ 327,879 | Child Development Programs | | General | |
| PRIOR AMOUNT ENCUMBERED | (OPTIONAL USE)0656 | | | |
| $ 0 | 24151-2419 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM 30.10.020.901 | CHAPTER | STATUTE | FISCAL YEAR |
| $ 327,879 | 6110-194-0001 | 33 | 2011 | 2011-2012 |
| [redacted] | OBJECT OF EXPENDITURE (CODE AND TITLE) | | | |
| | 702 | SACS: Res-5035 Rev-8590 | | |

| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | T.B.A. NO. | B.R. NO. |
|---|---|---|
| SIGNATURE OF ACCOUNTING OFFICER | DATE | |

GTC 610

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.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

California Department of Education
July 1, 2011

**Exhibit B**

# *GUIDELINES FOR CHILD CARE SALARY/RETENTION INCENTIVE PROGRAM*

## *CRET*

## *July 1, 2011 – June 30, 2012*

**PROGRAM REQUIREMENTS FOR**
***CHILD CARE***
***SALARY/RETENTION INCENTIVE PROGRAM***

The intent of this contract award is to assist counties in improving the retention of qualified child care employees who work directly with children who receive state subsidized child care services.

The term of this agreement shall be from 7/01/11 to 6/30/12 respectively. Future years funding is contingent upon appropriation and availability of funds. There is no guarantee. The allocation to each county will be adjusted annually based upon changes in the total amount of subsidized services in each county. Especially in terms of direct stipends to individuals, there should not be an expectation that a particular individual will receive funding from year to year, as such funding will be subject to the county's funding criteria and funding levels that are newly established each year.

This contract is funded through a grant from the federal Department of Health and Human Services and subject to the Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

The following program requirements are provided to assist the designated legal entity in meeting the legislative intent. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements and California *Code of Regulations*, Title 5, pertaining to Child Development Programs, in addition to all other applicable laws and regulations. Any variance from these requirements, the applicable Title 5 regulations, laws and regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

## I. General Provisions

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in mailing address for communication regarding the contract (administrative

address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:

a. Board minutes verifying the change in address; and
b. A copy of the notification to the Internal Revenue Service of the address change.

2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.

3. For proposed site changes for Prekindergarten and Family Literacy Part-and Full-Day programs, a request must be submitted to the CDD and shall include:

   a. The name and address of the current program location;
   b. The name and address of the proposed program location;
   c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and
   d. The site license for the proposed program location.

   Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in *Education Code* Section 8238.4(a) (2). The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.

B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

1. Executive Officer
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless: (1) the contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount and (2) the annual audit verifies that appropriate internal controls are maintained.

D. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

E. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of State (general) or federal funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

F. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit:

a) a current inventory of equipment purchased in whole or in part with contract funds and
b) the names, addresses and telephone numbers of all participants served by the contract and all staff members funded by the contract. Family child care home contractors shall also submit the

names, addresses and telephone numbers of all providers of subsidized services funded by the contract.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

G. Applicability of Corporations Code

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the Corporations Code including standards of conduct and management of the organization.

H. Conflicts of Interest for Child Care and Development Programs

For any transaction to which the contractor is a party and the other party is: (a) an officer or employee of the contractor or of an organization having financial interest in the contractor; or (b) a partner or controlling stockholder or an organization having a financial interest in the contractor; or (c) a family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (*Corporations Code* sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed and

2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit.

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

I. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

J. Unlawful Denial of Service (*Government Code* Section 11135)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully

subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.

2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

   As used in this section, "disability" means any mental or physical disability as defined in *Government code* Section 12926.

K. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state (General) funds will not be used in the performance of this contract for the acquisition, operation of maintenance of computer software in violation of copyright laws.

## II. Agency Responsibilities

A. Role of Local Planning Councils (LPCs)

Each LPC should:

1. seek legal counsel to determine what safeguards need to be established to protect the public interest;

2. address potential conflict of interest issues;

3. collaborate with all other interested parties in its county in order to conduct *comprehensive* child care staff recruitment and retention planning;

4. each county may develop a plan that identifies the uses of funds from a variety of sources (the Child Care Salary/Retention Incentive Funds, as well as funds from both local and State Children and Families Commissions (First 5) and other funds) to support the retention and recruitment of qualified, Title 5 child care employees throughout that county's early care and education programs (including both subsidized and non-subsidized services).

The *LPCs may submit either type of plan:* a comprehensive county plan that includes a variety of funding sources and initiatives, as long as the plan clearly and separately identifies the required information about the specific funds announced in this bulletin; or a county plan that is limited to the funds announced in this bulletin.

B Use of Funds

1. This funding is to supplement, not supplant existing efforts and investments to retain qualified, Title 5 child care staff at the local level.

2. The contract funds must be allocated to retain qualified, Title 5 child care employees, who work directly with children who receive subsidized care, in state subsidized, center-based programs and family child care and education home networks.

3. One percent of the total funding allocation may be used for planning purposes. This includes any costs related to developing the plan.

4. Contractors may claim no more than 15 percent of actual costs incurred, including the one (1) percent expended on planning, for administration.

5. Contracts will be issued to the legal entity that currently holds the LPC contract with CDE/CDD.

6. Collaboration is encouraged.

7. Memoranda of Understanding, sub-contracts, consortia agreements among multiple counties, and other formal and informal types of collaboration are allowed. In particular, counties that have received small allocations may wish to develop a multi-county regional plan that will allow them to maximize the impact and/or benefits of their allocations.

8. Each plan must describe the current data about needs and resources available relative to this initiative in their county, including but not limited to data about staff turnover and retention rates, and then must explain how awarded funds will be allocated in accordance with those data.

C. Each plan must **identify** and **prioritize** the types or categories of California *Code of Regulations* Title 5, child care employees who will qualify for participation in this child care staff retention initiative.

D. Each plan must describe measurable outcomes and how they will be used to assess and document the effectiveness of this funding award in retaining qualified, California *Code of Regulations* Title 5 child care employees.

E. Staff retention activities funded by these dollars should be selected in such a way that they are not dependent upon ongoing funding.

Each LPC must be able to demonstrate that it has systems in place for assuring both fiscal and program accountability for these funds. This includes a fiscal system that conforms to accounting standards for state contracts, and a program documentation system that is able to demonstrate impact of these funds over time and report the measurable outcomes identified in the plan. If funding awards are made for another year, LPCs will be asked to provide data regarding the effectiveness of their retention efforts.

F. Reimbursement and Non Reimbursable Costs

1. Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

   Contracts and subcontracts shall be reimbursed for travel and per diem expenses at rates not exceeding those amounts paid to the CDE's represented employees computed in accordance with California Code of Regulations, Title 2, Subchapter 1, State Department of Personnel Administration (DPA).

2. Non reimbursable costs will be determined in accordance with the 2011-12 Resource and Referral Funding Terms and Conditions, Section V.F., "Non Reimbursable Costs."

G. Reporting Requirements

Each LPC must submit yearly a CD-3021 Child Care Retention Program Report, which describes the distribution and uses of the funds in the prior fiscal year (July 1, 2011 to June 30, 2012) and the number of individuals or entities who received a stipend or benefit. This report shall be submitted no later than July 20, 2012. The CD-3021 Reports shall be mailed to:

California Department of Education
Child Development Division
Attention: Linda M. Parfitt
1430 N. Street, Suite 3410
Sacramento, CA 95814

Expenditure of these funds shall be reported quarterly to Child Development Fiscal Services (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31 and June 30. The last fiscal report for the period of July 1, 2011 to June 30, 2012 will be due July 20, 2012. Quarterly reporting must be submitted for reimbursement of expenditures. Please complete and submit this form directly to your assigned fiscal analyst at:

California Department of Education
Child Development Fiscal Services
1430 N. Street, Suite 2213
Sacramento, CA 95814

H. Annual and Financial Compliance Audits

Private agencies (including proprietary entities) that receive $500,000 or more in total federal funds are required to have an Organization Wide Audit (OWA) performed in accordance with OMB Circular A-133 and the "Audit Guide for Audits of Child Development and Nutrition Programs Audit Guide" prepared by CDE's Audits and Investigations Division (AID). Governmental and other public agencies (excluding school districts, county office of education and community college districts) must comply with the requirements of OMB Circular A-133 and the CDE's "Audit Guide." All other agencies (excluding school districts, county offices or education and community colleges) must submit a contractor audit performed in accordance with the CDE's "Audit Guide."

If there are questions regarding the appropriateness of a proposed expenditure or about the required county plans, these questions must be directed to Linda Parfitt, Child Development Consultant, at 916-322-1048, or by e-mail to lparfitt@cde.ca.gov

California Department of Education

**Attachment C**

# Staff Retention Plan for State Subsidized Center Based Programs (AB 212)*

Description: The staff retention program was developed to assist counties in improving the retention of qualified employees who work directly with children who receive state subsidized child care services.* In Los Angeles County eligible applicants also include staff in centers serving a majority of state subsidized children; Family Child Care providers in FCC Home Education Networks; Family Child Care providers serving a majority of state-subsidized children.

**Return To:** Linda M. Parfitt, Consultant
Child Development Division, PPLD
California Department of Education
AB212 Staff Retention Plan
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

## APPLICANT ORGANIZATION INFORMATION

| | |
|---|---|
| County | **Los Angeles** |
| Legal Entity for this County's Local Planning Council: **Los Angeles County Board of Supervisors** | |
| Agency Contact: | **Laura Escobedo** |
| Title: | **Chief Program Specialist/Office of Child Care** |
| Address: | **222 South Hill Street 5th floor** |
| City: | **Los Angeles** Zip **90012** |
| Phone: | **213 974-4102** |
| Fax: | **213 217-5106** |

ORIGINAL

## CERTIFICATION

The funding requested herein is to supplement, not supplant, existing efforts and investments to retain qualified child care staff at the local level. The funding associated with this request shall be allocated to retain qualified child care employees who work directly with children who receive subsidized care in State- subsidized, center-based programs.

I certify under penalty of perjury that: I am the Local Planning Coordinator or other authorized representative for this County; I have read the full content of the Guidelines for this funding; and to the best of my knowledge and belief, the information in this application and in any attachments hereto are true and correct.

Laura A. Escobedo

Signature, LPC Coordinator (or authorized representative)

Date June 30, 2011

Laura A. Escobedo, Chief Program Specialist

Typed Name and Title

| CDD USE ONLY | | |
|---|---|---|
| Application meets AB 212 Guideline Requirements | YES JMP | NO |

## Introduction

AB 1285 was passed by the legislature and chaptered on October 7, 2005. This law allows Los Angeles County to expand the population eligible to participate in the CDE-funded Staff Retention Program. The Los Angeles County Plan can include family child care providers in home education networks, and providers and teaching staff from programs which serve a majority of children subsidized through CDE-funded Alternative payment agencies. The Plan for Los Angeles County includes these components:

**Stipends** will be provided as incentives for continuing education to early childhood educators at various professional levels including: teachers in CDE-funded programs, Home Education Network providers, teachers working in programs that are serving a majority of children subsidized through CDE-funded Alternative Payment agencies, and FCC providers serving a majority of CDE subsidized children. Graduation stipends will be given to eligible applicants who have completed coursework for a B.A., AA, and MA degrees within the application cycle.

**Training** will consist of Environmental Rating Scale (ERS) support training, Inclusive practices, and other training related to elements included in the Steps to Excellence quality rating and improvement program (STEP). These trainings will focus on how to create a developmentally appropriate and effective instructional/interactive environment that can translate into improved STEP ratings as well as improved practice. Other training will be offered as specific needs are identified and the budget permits.

**Information and Technical Assistance** in the form of *Early Care and Education Careers* information packets which will be available to stipend applicants, Professional Growth Advisors, and college instructors and child development program managers. Investing in Early Educators stipend program information will include information on applying for the various child development permits through the Commission on Teacher Credentialing. Academic counseling will be available on a limited basis for applicants through the Office of Child Care. Entry level teachers and providers will be encouraged to obtain their permits.

**Data Collection** will involve the information supplied by applicants in their applications and verification forms. Staff will be able to provide limited analysis of this data for informational purposes.

**Communication/Collaboration** with Los Angeles County Community Colleges , First 5LA, STEP and other workforce initiatives will continue. Lessons learned from our experience with the AB212 program will help inform these efforts.

Many efforts undertaken in the last few years have provided a sharper focus on the current needs, limitations, and resources that impact the enhancement, retention and growth of the ECE workforce in Los Angeles County.

The Economic Impact Report and Career Analysis Report indicated the complications in finding a career path within the field given the multiplicity of regulations, college offerings and sponsoring organizations. A key recommendation was to develop a career and wage lattice that clearly articulated the educational and experiential pathways to career goals related to ECE. This work has been undertaken by the Child Care Planning Committee and other stakeholders. The stipends become an even greater incentive and support when a clear path is articulated to higher levels of education, competency, and compensation.

Two new workforce initiatives have been launched: 1) Los Angeles Universal Preschool (LAUP) ASPIRE program which is funded through First Five California and the Los Angeles County First Five Commission (CARES+); and a broad workforce collaboration which includes seven distinct projects targeting improvements in the ECE workforce either through direct intervention through the local colleges and universities, or by means of stipend supports, or through other means. First5LA has committed to funding this multi-year effort and both STEP and the AB212 Stipend program are part of the collaborative efforts. developed an initiative with 4 components including training for exempt providers, professional These have become or will be additional resources for the ECE field. Office of Child Care staff and the Child Care Planning Committee will continue to work with these organizations/ initiatives to ensure comprehensive planning for workforce.

A significant number of stipend applicants have come to depend on the stipends as the means to pursue degrees in ECE. Each cycle presents between 150 and 200 participants who have been able to achieve an AA, BA, or MA degree. The 2011-12 plan includes these degree stipends. There has been an increase in the number of permits issued, particularly for family child care providers and assistant teachers. Holding or obtaining a permit will remain a requirement of the program in order to continue to increase the numbers of individuals who have permits.

Having provided ECERS, ITERS, and FCCERS training for the last few years, we have strong indications that ECE personnel want guidance in implementing improved practices and environments so that they will see improvements in their ECERS ratings. We will offer limited training to address this new need among ECE personnel. We have introduced the Adult Involvement Scale as another way that providers/teachers can evaluate performance with a focus on teacher/child interaction and will provided specific training related to inclusion.

In offering a variety of training through the one-time retention and training funds, it was clear that more time was needed to promote the training; and that most providers and ECE personnel found it difficult to commit to intensive, multi-day training events even though substitutes were provided. There is a multiplicity of excellent training/coaching organizations and individuals available in Los Angeles County. Unfortunately, funding, either through the AB212 program or through individual agencies is limited and so the training opportunities are not used as fully as they could be. Better coordination of training/education and accessibility will be an area of focus for the First 5LA Workforce Initiative in which the staff participates.

## Section III – Priorities

**First Priority:** Teaching staff in CDE-funded centers holding a valid Child Development Permit and working at least 15 hours a week directly with children, and who complete a minimum of three semester units of college coursework will earn stipends.

**Second Priority**: Family Child Care Providers in Family Child Care Home Education Networks (FCCHEN) funded by CDE, holding a permit during the stipend cycle, who complete a minimum of 3 semester units of college coursework will earn stipends. Network status will be verified by the FCCHEN coordinator.

**Third Priority**: Licensed Family Child Care Providers and their assistants, and teaching staff in programs serving a majority of children subsidized through a CDE-funded Alternative Payment agency at the time of application, who are working a minimum of 15 hours each week directly with children, and who complete a minimum of 3 semester units of college course work, and who hold a permit during the stipend cycle. To verify that the participating Family Child Care Home or center is serving a majority of children subsidized by a CDE-funded Alternative Payment Agency, each applicant must attach a copy of the payment invoice or summary, or contracts provided by the Alternative Payment agency that reimburses the home provider/center for the care of subsidized children. These invoices or contracts list the children currently in care and being subsidized through CDE. The director or provider must also provide her current enrollment number so that Los Angeles County AB212 staff can calculate the percentage of subsidized children served at the time the stipend application is submitted.

*Stipend amounts will range from $750 to $2,000 depending on the number of units completed. Actual stipend awards may be adjusted depending on the availability of funds and the number of applicants. Extra assistance will be provided to teaching staff and family child care providers who have not yet obtained a permit and who may need extra help in connecting with community colleges and selecting appropriate classes.*

**Fourth Priority:** Those graduating with an AA, BA, or MA degree within the stipend cycle will also receive a graduation stipend if the degree is in Child Development or a closely related field.

**Fifth Priority:** Child development staff in site supervisor, director, or other management positions, as well as providers and teachers will be invited to participate in limited training events related to environmental rating scales and the Adult Involvement Scale.

## Section IV – Measurable Outcomes

1. At least 1300 stipends will be paid to child development staff in CDE-funded programs, in FCCHE Networks, and to staff and family child care providers in programs and homes serving a majority of children subsidized through a CDE-funded Alternative Payment agency. These child development personnel will have earned at least three units of college credit to advance their educational goals;

2. Approximately 100 graduation stipends will be given to those earning AA, BA or MA degrees in Child Development or closely related fields.

3. Up to 200 child development personnel will receive training.

4. Remaining Early Care and Education Career packets will be distributed

5. Collaboration with other County entities (LAUP and First 5 LA, Community Colleges, etc.) will result in more comprehensive workforce development planning for Los Angeles County.

## Section V – Fiscal Plan

*Part 1: Agency Information*

*Part 1: Agency Information*

Name of Legal Entity: Los Angeles County Board of Supervisors

County of Service: Los Angeles

Funding Allocation: ~~$8,500,000.00~~ $3,078,833.60 KMP

*Part 2: Budget Information*

Planned Expenditures:

| | | |
|---|---|---|
| Cost of Planning: | ~~$0.00~~ | $30,788.83 KMP |
| Administrative Cost: | ~~$637,500.00~~ | $431,043.62 KMP |
| Retention Activities: | ~~$3,612,500.00~~ | $2,617,050.60 KMP |

*Instructions for this section*

**Part 1:**

Legal Entity/Agency: Enter the name of the agency that is the legal entity for Local Planning contract.

County of Service: Enter the name of the county in which services are being provided.

Funding Allocation: Enter the amount for county being served as shown on attached funding allocation chart.

**Part 2:**

Cost of Planning: Enter the amount to be used for planning purposes. The amount shall not exceed 1% of total county funding allocation.

Administrative Cost: Enter the amount needed to cover non-retention activities expenses. This amount, together with any amount shown in "Cost of Planning," shall not exceed 15% of total county funding allocation.

Retention Activities: Enter the amount to be expended on retention activities.

| Section | Information Requested |
|---|---|
| I. Introduction | In this section develop a brief and succinct description of the program you will provide through this contract in accordance with the guidelines included in this package. |
| II. Current Needs and Resources | Describe the current data about needs and resources obtained relative to this initiative, including but not limited to any data about staff turnover and retention rates, AND explain how awarded funds will be allocated in accordance with those data. The data provided must support the identified priorities in your plan. |
| III. Priorities | Identify and prioritize the types or categories of child care employees who will qualify for participation in this staff retention plan. The identified priorities must be supported by the data provided in Section II. Provide a brief explanation of how the plan addresses the identified needs. |
| IV. Measurable Outcomes | Describe measurable outcomes and how they will be used to assess and document the effectiveness of this funding award in retaining qualified child care employees. |
| V. Fiscal Plan | Complete per instructions provided with this section. |

ATTACHMENT B

# RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12.**

---

RESOLUTION

BE IT RESOLVED that the Governing Board of County of Los Angeles Board of Supervisors

authorizes entering into local agreement number/s CRET-1018 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| NAME | TITLE | SIGNATURE |
|---|---|---|
| William T Fujioka | Chief Executive Officer | |
| | | |
| | | |

PASSED AND ADOPTED THIS _____ day of _____ 2011-12, by the

Governing Board of _____

of _____ County, California.

I, _____, Clerk of the Governing Board of

_____, of _____, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ _____

(Clerk's signature) (Date)

# CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

---

## 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

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

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## 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 proceeding 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)

_____

_____

_____

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.)

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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) County of Los Angeles | CONTRACT # CRET-1018 |
|---|---|
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE<br>William T Fujioka, Chief Executive Officer | |
| SIGNATURE | DATE |

CCC-307

## CERTIFICATION

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

| | |
|---|---|
| *Contractor/Bidder Firm Name (Printed)*<br>County of Los Angeles | *Federal ID Number*<br>95-6000927 |
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing*<br>William T Fujioka, Chief Executive Officer | |
| *Date Executed* | *Executed in the County of*<br>Los Angeles |

## 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

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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.

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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