



CALIFORNIA
DEPARTMENT OF
EDUCATION

JACK O'CONNELL
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

November 17, 2008

<p>Final Award Log Number: FY 2008-09-FRR-1-116 Vendor Number: 6118 R-2 Award Amount: \$3,010</p>

Gari Browning, Executive Director
Ohlone Community College District
43600 Mission Boulevard
Fremont, CA 94539

Dear Dr. Browning:

The California Department of Education (CDE) is pleased to inform you that your agency will receive an award of Facilities Renovation and Repair (FRR) funds pursuant to the fiscal year (FY) 2008-09 Budget Act. These funds provide agencies assistance in their efforts to maintain healthy, safe, and accessible environments for children in CDE subsidized child care and development programs.

The award amount cited above may be different from the amount requested in your application. The following is a partial list of reasons the CDE, Child Development Division (CDD) adjusted award amounts during the application review and approval process:

1. Total estimated costs requested by the agency exceed the maximum award amount.
2. Percentage of subsidized and/or non-subsidized enrollment calculations require correction.
3. General computation errors.

There are no appeals to the award amounts offered through this application process as these are one-time only funds.

Please be advised that all project costs should be incurred after the CDE Contracts office has issued a fully executed contract. The contract performance period is September 15, 2008, through June 30, 2011. Once the contract is fully executed, changes or modifications to proposed projects must be approved in advance by the CDD. Agencies must complete FRR projects using these contract funds within the performance period to be eligible for reimbursement of project costs. The CDE will not authorize time extensions for this contract. Any costs incurred or expenditures made outside the authorized performance period are not reimbursable.

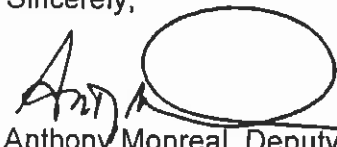
Gari Browning, Executive Director
November 17, 2008
Page 2

A condition of your contract is that all FRR expenditures must be reported to the Child Development Fiscal Services (CDFS) office. All started or completed work must be reported quarterly on the Revenue and Expenditure Report for Child Development Support Contracts (CDFS 9529) form for the periods ending September 30, December 31, March 31, and June 30. The CDFS 9529 form is due to the CDFS by the 20th of the month following the end of the reporting period. To obtain information regarding the CDFS 9529 form, please visit the Contractor Information Web page at <http://www.cde.ca.gov/sp/cd/ci/>.

The CDE is pleased to be able to provide these funds to support your efforts to maintain a safe and healthy environment for the children you serve.

If you have any questions regarding this subject, please contact Holly Miller, Staff Services Analyst, Child Development Division, at 916-323-7195 or by e-mail at hmillier@cde.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Monreal', written over a large, empty oval shape.

Anthony Monreal, Deputy Superintendent
Curriculum and Instruction Branch

AM:hm



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08-09 thru 10-11

DATE: September 15, 2008

CONTRACT NUMBER: CRPM-8005

PROGRAM TYPE: FACILITIES RENOVATION AND REPAIR

PROJECT NUMBER: 01-6118-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: OHLONE COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), or to purchase or replace equipment necessary for the health and safety in accordance with the CHILD CARE AND DEVELOPMENT FUND-PROGRAM REQUIREMENTS FOR FACILITIES RENOVATION AND REPAIR PROJECTS (Exhibit D), the attached APPLICATION (Exhibit C) with any modifications noted, and SERVICE LOCATION(s) (Exhibit B) which by this reference are incorporated herein. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

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 for which expenditures may be made with these funds shall be from September 15, 2008 through June 30, 2011. The total amount payable pursuant to this agreement shall not exceed \$3,010.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFFS) on Form CDFFS-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-local educational agencies, expenditures made for the period September 15, 2008 through June 30, 2009 shall be included in their 2008/09 audit. Expenditures for the period July 1, 2009 through June 30, 2010 shall be included in the 2009/10 audit. Expenditures for the period July 1, 2010 through June 30, 2011 shall be included in the 2010/11 audit. All audits are due by the 15th 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. Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA

CONTRACTOR

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

Margie Burke, Manager

PRINTED NAME AND TITLE OF PERSON SIGNING

Gari Browning, President/Superintendent

TITLE

Contracts, Purchasing & Conf Svcs

ADDRESS

43600 Mission Blvd, Fremont, CA 94539

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 3,010

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

FUND TITLE

Federal

Department of General Services
use only

(OPTIONAL USE) 0656

FC# 93.575

PC# 000326

14130-6118

ITEM 30.10.020.901

CHAPTER

STATUTE

FISCAL YEAR

6100-196-0890

268

2008

2008-2009

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

SACS: Res-5035 Rev-8290

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

BR NC

SIGNATURE OF ACCOUNTING OFFICER

DATE

Service
Location(s) R-2

Exhibit B

Applicant	County	Vendor	Site Name
Ohlone Community College District	Alameda	6118	Kidango Rix Part Day Preschool

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The 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.
2. 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.
3. 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.
4. 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.
5. Time is of the essence in this Agreement.
6. 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.
7. 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.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **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 (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 (*Government Code* Section 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. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the 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 contract 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 contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this 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: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government 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. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. 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.
5. 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).
6. 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.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
Child Development Division

FY 2008-09 FRR	01	116	2008 AUG 18 09 09 11
Notification	County Code	Log No.	

FY 2008-09 Facilities Renovation and Repair Application

Exhibit C

Return to: FY 2008-09 FRR Application Child Development Division California Department of Education 1430 N Street, Suite 3410 Sacramento, CA 95814-5901	Submit one (1) original and three (3) copies of the completed Application by August 18, 2008, 5 p.m.
---	---

COPY

A. Child Development Contractor Information:		
Contractor's Legal Name	Ohlone Community College District	Vendor Number 6118
Headquarters Address	43600 Mission Blvd.	Contact Person
City/State/Zip Code	Fremont/CA/94539-0309	Marc Baker
County Name	Alameda	Contact Person's Phone Number
Executive Officer	Dr. Gari Browning	510-897-6913
E-mail Address	gbrowning@ohlone.org	Contact Person's E-mail
Telephone Number	510-659-6200	mbaker@kidango.org

B. Qualifying Contract Types (check all that apply)		C. Maximum Award Amount		
<input type="checkbox"/> General Child Care and Development (CCTR) <input checked="" type="checkbox"/> State Preschool (CPRE) <input type="checkbox"/> State Full-day Preschool (CFDP) <input type="checkbox"/> Prekindergarten and Family Literacy Program Full-day (CPKF) <input type="checkbox"/> Prekindergarten and Family Literacy Program Part-day (CPKP) <input type="checkbox"/> School Age Community Child Care Services (Latchkey) (CLTK) <input type="checkbox"/> Migrant Child Care and Development (CMIG) <input type="checkbox"/> Child Care and Development Services for Children with Special Needs (CHAN)		Total Combined Maximum Reimbursable Amount for Qualifying Contract Types	Maximum Award Amount	Select one box only
		C1. \$0 to \$999,999	Up to \$20,000	<input checked="" type="checkbox"/>
		C2. \$1,000,000 to \$2,499,999	Up to \$50,000	<input type="checkbox"/>
		C3. \$2,500,000 to \$4,999,999	Up to \$100,000	<input type="checkbox"/>
		C4. \$5,000,000 to \$7,499,999	Up to \$150,000	<input type="checkbox"/>
		C5. \$7,500,000 to \$9,999,999	Up to \$200,000	<input type="checkbox"/>
		C6. \$10,000,000 and over	Up to \$250,000	<input type="checkbox"/>
D. Prorated Portion of Total Estimated Costs For Subsidized Enrollment				
Enter Grand Total From Form 5, Column D (shall not exceed maximum award amount in Section C above)			\$3010	

E. Certification

By submitting this application, the applicant signifies acceptance of responsibility to comply with all applicable state and federal rules and regulations including, but not limited to: Title 22, Community Care Licensing Regulations and Americans with Disabilities Act of 1990. The applicant understands the California Department of Education (CDE) is not obligated to fund any projects until a contract is fully executed and projects have been approved. Further, the applicant understands that expenditures incurred outside the approved contract period of performance will not be reimbursed. The applicant understands a CDE funded program will operate at the facility(ies) benefiting from the use of these funds for at least three consecutive years from the date of contract completion, and the contractor may be billed for any portion of the three years the facility is not in use by a CDE program. The Authorized Official certifies under penalty of perjury that to the best of his/her knowledge, the information contained in this application is correct and complete.

F. Signature of Authorized Official

Signature

Mike Calegari

Printed Name

Mike Calegari

Title

Vice President, Office of Administrative Services

Date

8/12/08

**Form 3
 Project Description and Total Estimated Costs**

For Instructions: See Requirements and Instructions, Page 13

Site Number 1 of 1

Note: Child Development Contractors applying for this funding to accomplish renovations or repairs at more than one site must complete a separate Form 3 for each site.

Contractor Name	Ohlone Community College District	Vendor Number	6118
Site Name	Kidango Rix Part Day Preschool		
Site Address	43100 Isle Royal St., Fremont, CA 94538		

Project Types: "A" = ADA; "H" = Health and Safety. In Column A, titled "Project Type," insert one of the two codes for each project listed below.

A.	B.	C.
Project Type (A or H)	Project Description (Describe work to be done to facilities only that serve children directly)	Estimated Cost (Round to nearest dollar)
H	Paint interior of preschool classroom	\$3,500
Grand Total of Estimated Costs for all Projects at this Site (Enter this Grand Total on Form 5, Column B)		\$3,500

APPROVED

This Shaded Section for CDD Use Only	
Total Number of A Projects	0
Total Number of H Projects	1

FEDERAL CERTIFICATIONS

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.)

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)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

RESOLUTION #11/08-09

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 2008/09 – 2010/11.

RESOLUTION

BE IT RESOLVED that the Governing Board of Ohlone Community College District

authorizes entering into local agreement number/s CRPM-8005 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
<u>Gari Browning</u>	<u>President/Superintendent</u>	
<u>Mike Calegari</u>	<u>Vice-President Business Services</u>	
<u>Joanne Schultz</u>	<u>Dean, Business Services</u>	

PASSED AND ADOPTED THIS _____ day of _____ 2008/09, by the Governing Board of Ohlone Community College District of Alameda County, California.

I, Gari Browning, Clerk of the Governing Board of Ohlone Community College District of Alameda County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a March 11, 2009 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)