



excellence in research, development, and service

**SUBCONTRACT
BETWEEN
CHABOT COLLEGE
AND
WESTED**

This Subcontract is made and entered as of December 8, 2008, by and between WestEd, hereinafter referred to as "WestEd", and Chabot College, hereinafter referred to as "Subcontractor".

1.0 Purpose:

The purpose of this Subcontract is for Subcontractor to provide services to WestEd for the implementation of specific activities as part of the Program for Infant/Toddler Care project, as described in the attached Exhibit I, Scope of Work. All work performed is pursuant to Contract Number CN077030 with the California Department of Education dated July 1, 2007, hereinafter referred to as "Prime Contract".

2.0 Scope of Work:

Subcontractor will carry out the work as described in the attached Exhibit I, Scope of Work, subject to the direction of the WestEd Project Director, Janet Poole.

3.0 Time of Performance:

Subcontractor shall provide the services under this Subcontract from July 1, 2008, through June 30, 2009, subject to the funding limitation identified under Section 4.0.

4.0 Funding:

Subcontractor shall be reimbursed for services performed satisfactorily in accordance with this Subcontract. Payment for the work identified in the Subcontract shall be a maximum of \$35,000, per the attached Exhibit II, Budget Summary and Narrative. WestEd shall be under no obligation to pay for services under this Subcontract in excess of the amount identified herein. This is a cost reimbursement contract. Allowable costs are determined in accordance with Section 6.0 below.

5.0 Method of Payment:

To obtain payment, Subcontractor shall submit an itemized monthly invoice for actual allowable costs incurred in the performance of this Subcontract, in duplicate, to:

Janet Poole, Project Director
WestEd
1476 Green Ravine Dr.
Lincoln, California 95648

Subcontractor agrees to submit all final invoices within thirty (30) days of termination of Subcontract or completion of Subcontract performance.

6.0 Allowable Costs:

Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial organizations), OMB Circular A-122 (non-profit organizations), OMB Circular A-21 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.

7.0 Certification of Cost & Price:

Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.

8.0 Records Maintenance, Retention, and Access:

Subcontractor shall maintain proper accounting records and supporting documents that reflects all expenditures related to Subcontractor's performance of services under this Subcontract. WestEd may engage at its own expense an outside audit firm to review the Subcontractor's books to verify the claimed cost. Subcontractor shall retain all of such records and documents for at least three (3) years after the final payment under this Subcontract.

9.0 Audit Reports:

When applicable, Subcontractor agrees to provide WestEd with reports of audits as required under OMB Circular A-133 or Circular A-198, as appropriate. In instances where an auditor has questioned Subcontractor's compliance with Federal laws and regulations that bear directly on the performance or administration of this Subcontract, Subcontractor shall provide copies of responses to auditors' report and its plan for corrective action.

10.0 Independent Contractor Status and Responsibilities:

In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract.

All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Subcontractor's employees and/or subcontractors and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met. Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

11.0 No Alteration of Contract:

No alteration or variation of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

12.0 Termination:

12.1 It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.

12.2 WestEd may terminate this Subcontract immediately upon termination by the prime funder under which this Subcontract is being performed by giving written notice to the Subcontractor.

12.3 In the event of a termination under Section 12.1 or 12.2, WestEd shall reimburse Subcontractor for work performed under the Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with Section 5.0.

13.0 Subcontracts and Assignments:

Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.

14.0 Indemnification:

Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents.

15.0 Communication:

The names and address of the direct contact person for each of the parties is as follows:

WESTEDContracts Issues

Teresa Johnson, Director of Contracts
730 Harrison Street
San Francisco, California 94107-1242
Tel. 510.302.4239
E-mail: tjohnso@wested.org

Payment Issues

Donald Hom, A/P Supervisor
4665 Lampson Avenue
Los Alamitos, California 90720
Tel. 562.799.5121
Email: dhom@wested.org

Technical Issues

Janet Poole, Project Director
1476 Green Ravine Dr.
Lincoln, California 95648
Tel. 916.543.6697 or 916.316.3276
E-mail: jpoole@wested.org

CHABOT COLLEGEContracts Issues

Lorenzo Legaspi, Vice Chancellor
5020 Franklin Boulevard
Pleasanton, California 94588
Tel. 925.485.5203
E-mail: llegaspi@chabotcollege.edu

Administrative and Technical Issues

Judy I. Jones, Manager
25555 Hesperian Boulevard
Hayward, California 94594
Tel. 510.723.7483
E-mail: jjones@chabotcollege.edu

16.0 Intellectual Property Ownership:

Subcontractor shall convey to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this

Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd.

All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.

17.0 Warranties:

Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with generally prevailing professional or industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to correct the problem. If Subcontractor is unable to correct the problem, WestEd shall be entitled to terminate the contract immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

18.0 Authority to Sign:

Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.

19.0 Governance / Compliance:

This Subcontract shall be governed under the laws of the State of California. Subcontractor shall also comply with all applicable Federal and State laws, regulations, standards, orders, and requirements.

20.0 Disputes:

Any controversy or claim arising out of or relating to this Subcontract or breach thereof which is not resolved by negotiation between both parties shall be settled by arbitration. At the election of either party in accordance with the Rules of the American Arbitration Association in the City of San Francisco, California, and judgment upon the award rendered by the arbitrators maybe entered in any court having jurisdiction thereof.

21.0 Insurance:

Without in anyway limiting the Subcontractor's liability pursuant to Section 14, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:

1. Comprehensive General Liability with limits not less than \$1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage.
2. Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
3. Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident.
4. Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence.
5. Subcontractor shall name WestEd as additional insured.

Subcontractor shall provide WestEd with appropriate certificate(s) of insurance prior to commencing performance. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.

22.0 Subcontractor Conflict of Interest:

22.1 The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause the Subcontractor to be unable or potentially unable to render impartial assistance or advice to WestEd, or the Subcontractor's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that the Subcontractor has disclosed all such relevant information to WestEd.

22.2 The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after this Subcontract is executed, the Subcontractor will make a full disclosure in writing to WestEd. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with WestEd, to avoid, mitigate, or neutralize the actual or potential conflict.

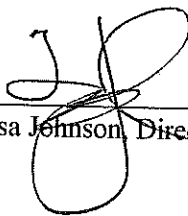
22.3 WestEd may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to the execution of this Subcontract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to WestEd, WestEd may terminate the Subcontract for default, or pursue such other remedies as may be permitted by law or this Subcontract.

23.0 Order of Precedence:

In the event of a discrepancy between this Subcontract and its attachments, this Subcontract shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract effective the day and year first written above.

WESTED



Teresa Johnson, Director of Contracts

CHABOT COLLEGE

Authorized Signatory

SSN/EIN: _____

Documents Attached: Exhibit I - Scope of Work
 Exhibit II - Budget Summary and Narrative

**SUBCONTRACT SCOPE OF WORK
FOR
CHABOT COLLEGE**

Fiscal Year 2008-2009 Scope of Work for to all PITC Demonstration Program Contracts:

The designated Program for Infant/Toddler Caregivers (PITC) Demonstration Program shall meet the following requirements:

- develop and implement a plan for continuous improvement by conducting an on-going self-assessment of the program and participate in training and reflective action planning discussions among staff and with the assigned PITC Regional Infant/Toddler Specialist Coordinator (I/TSC) using the PITC in Practice Observation Instruments;
- Participate in a bi-annual on-site observation of the Demonstration Program by a team of Partners for Quality staff. Respond to issues raised by the observation team;
- maintain the PITC six essential policies and practices in the Demonstration Program of:
 - primary care assignments
 - continuity of caregiver assignments and peer groups
 - small group sizes
 - individualized care
 - inclusion of infants and toddlers with disabilities
 - culturally and linguistically responsive care;
- Maintain a relationship with and provide support to at least two satellite family child care programs that demonstrate the PITC essential policies and practices;
- In Fall semester ensure enrollment of children in all three ages of infancy: young (as young as 6 months), mobile, and older infants as children transition to older groups;
- Maintain a portfolio which documents the continuing development of the Demonstration Program including narrative, photographic, audio, video, and other forms of documentation; share this documentation with the I/TSC for use on the PITC website and PITC print materials;
- Submit quarterly narrative progress reports and invoices to the contract monitor;
- Submit a year-end report describing the status of the Demonstration Program in relation to the PITC essential policies and practices, the number of visitors to the Demonstration Program, the type and amount of support provided to the satellite family child care provider(s), training and technical assistance provided, and identified needs for future PITC related training and technical assistance;
- Attend one meeting each semester hosted by PITC with other Demonstration Programs and PITC staff. The role of hosting these meetings will be rotated among the Demonstration Programs
- Submit requests for budget amendments prior to expenditures that will exceed 10% of the budgeted amounts for the following categories of personnel, travel, supplies and materials, program equipment.

EXHIBIT II

SUBCONTRACT BUDGET FOR CHABOT COLLEGE

Category	Description				Expenditures
2000	9 Day Teachers @\$37.50 hr. x 20 hours	9	37.50	20	6750.00
	RTC Training (Teachers @ Time and One-Half)				
3000	9 Day Teachers Benefits at 31% of salaries				2092.50
2000	16 Part Time Teachers @\$13.53 hr. x 20 hours	16	13.53	20	4329.60
	RTC Training				
3000	16 Part Time Day Teachers at 15% Part Time Teacher Benefits for RTC Training				649.44
2000	4 Family Care Provider Trainings with RTC @\$25.00 x 10 hours	4	25.00	10	1000.00
2000	RTC Meeting with Program Directors @ \$58.00 x 10 hours	1	58.00	10	580.00
3000	Director at 31% Benefits for Meeting with RTC x 10 hours				179.80
2000	9 Day Teachers @25.00 hr x 10 hours Meeting with RTC	9	25.00	10	2250.00
3000	9 Day Teacher Benefits @ 31% for Meeting with RTC	9			697.50
4000	Curriculum Materials PITC Center Classrooms				14101.26
	See Attached Detailed Spreadsheet)				
5000	PITC Module Training Registration Fee \$125.00 for 1 Day Teacher and 2 Family Care Providers	3	125.00	1	375.00
5000	PITC Graduate Program Registration Fee (Berkeley, Cal.) 3 Day Teachers and 2 Assistant Directors	5	125.00	1	625.00
5000	Advanced Training Registration Fee 1 Day Teacher and 1 Director	2	125.00	1	250.00
5000	Mileage for Advanced. Training				
	Round Trip 100 miles @ .55/per mile	1	0.55	100	55.00
5000	Director & Teacher Demonstration Annual Site Visit				
	Mileage	1	0.55	200	110.00
	Hotel	2	140.00	1	280.00
	Food	2	34.00	1	68.00

EXHIBIT II

5000	Demonstration Site Visit at Grossmont College				
	San Diego California				
	Mileage Director	2	0.55	24	26.40
	Mileage Teacher	2	0.55	15	16.50
	Airfare	2	250.00	1	500.00
	Airport Parking	2	32.00	1	64.00
	Total Grant Expenditures				35000.00

Chabot College Children's Center Budget Narrative

This year the Chabot College Children's Center continues its focus on developing staff awareness of PITC Essential Policies. We have scheduled 20 hours of PITC Trainings that involve all teaching members of our PITC Infant, Toddler and Two Year Old Classrooms. Consequently we will continue to train 8 Full time Day Teachers at time and on-half because the training will extend past their 8 hour work days, and 16 part time on call assistants who interact consistently with our Infants Toddlers and Twos.

In January of 2009 we plan to include a sister Family Care Center into our PITC Demonstration Site Configuration. We anticipate 10 hours of additional trainings for at least 4 Family Care Providers as they begin a relationship with us as a Demonstration Site.

This year our Center Manger/Director and one of our Infant Toddler Teachers will attend the Bi-Annual Demonstration Site Visit Meeting in San Diego, California. We are looking forward to the enrichment the visit will provide us. Chabot will host the Spring Demonstration Site Visit Meeting.

Our Center Director and one PITC Teacher will attend the Advanced Director Institute in San Luis Obispo, California. The intent of this is to prepare both the Center Director and one of our PITC Teachers to participate in an annual PITC Site Visit in the near future.

Three of our PITC Teachers and two of our PITC Assistant Directors will attend the PITC Graduate Conference in Berkeley, California this Fall.

Finally, we plan to use funds to begin enriching Facility Improvements and to purchase materials for our PITC Classrooms. During our Annual Site Visit Curriculum Development was one area which needed strengthening. We believe that this year's training program in combination with curriculum materials will foster environmental improvements for our infants, toddlers and twos.

EXHIBIT II

DETAILED SPREADSHEET FOR CATEGORY 4000

4000	Curriculum Materials for PITC Classrooms		
	Nursery Maid: Two Year Old Play Loft		
	Loft	4795.00	
	Tax	419.56	
	Shipping	75.00	
	Total:		5289.56
4000	Jonti Craft Acrylic Framer for Documentation 9 at 79.95	719.55	
	Tax	59.36	778.91
4000	Discount School Supply		
	Colorations Liquid Watercolors & Related Supplies	371.36	
	Washable Temptra Paint & Paint Cups & Paint Brushes	155.69	
	Chubby Markers	43.99	
	Crayons and Crayon Related Supplies	416.72	
	Clubhouse Climber for Toddler Yard	559.94	
	Infant Mirrors and Acrylic Wall Mirrors	620.62	
	Cubby Chairs for Play Yards	259.98	
	Mni EduBlocks	62.95	
	Butcher Paper Roll	28.99	
	Color Masking Tape for Clsrn. Display and Document.	13.89	
	Craft Scissors blunt tip	19.90	
	Hanging Table Top Drying Racks	69.95	
	Sand and Water Activity Table	226.75	
	2 sets of Waterproof Bibs set of 6	21.98	
	Clay Hammes for Play Dough	5.95	
	Finger Paint Paper	13.99	
	Fun Dough Scissors for Play Dough	9.99	
	Pok-a-Dot Markers Primary and Brillant Colors	77.94	
	Easy Grip Community & Coloration and Geo. Stampers	48.88	
	Coloratins Dough Rollers	22.98	
	Fingerpaint	139.45	
	Total	3191.89	
	Tax on Total	262.37	3454.26
	Children's Factory Sweet Cuddles Dolls	159.60	
	Tubmobile	159.95	
	Total	319.55	
	Tax on Total	26.36	345.91
	Community Play Things		
	2 Library Panels	520.00	
	2 Roomscape Wings	140.00	
	1 Window Panel	150.00	
	1 Hide-Away Cube	550.00	
	Total	1360.00	
	Tax on Total	112.20	1472.20

EXHIBIT II

	Skyscapes Fluffy Ceiling Light Clouds for Infant Room		
	7 at 44.95 each		
	Total	314.65	
	Tax on Total	25.96	340.61
	Home Depot		
	Willows Garden Planter Boxes 16 for Shade Trellis		
	Supports		
	Total	799.20	
	Tax on Total	67.93	867.13
	Wooden Duck Mission Benches		
	for Outdoor Library Areas 1 at \$610.00	610.00	
	Kids Eye Bench	225.04	
	Total	835.04	
	Tax on Total	70.98	906.02
	4 Home Depot Yorio 12' Round Gazebos @149.00 ea.		
	for outdoor shade and space definition	596.00	
	Tax on Total	50.66	
		646.66	646.66
	TOTAL		14,101.26