

Contract for Child Development Services

Kidango, Inc., herein after referred to as Kidango, is a California nonprofit charitable public benefit corporation that holds a contract with the Child Development Division, California Department of Education (CDE) for state child development child development program services. Kidango wishes to subcontract the delivery of part of the services to Chabot-Las Positas Community College District, a California nonprofit charitable public benefit corporation.

Whereas, Kidango has found Chabot-Las Positas Community College District to be able to meet the needs of Kidango for state child development funded services and that Chabot-Las Positas Community College District has prior experience operating programs funded by the Child Development Division, California Department of Education.

Whereas Kidango reviewed various potential subcontractors and found Chabot-Las Positas Community College District to be most qualified to perform services under this contract.

Therefore, Kidango wishes to subcontract a portion of their General Child Care Contract from the California Department of Education to Chabot-Las Positas Community College District from July 1, 2009 to June 30, 2010. If the dates are prior to or beyond the time period of the contract between Kidango, Inc. and the State, the dates of the contract between the State of California and Kidango shall supersede those in this contract.

1. Kidango is purchasing services under their grant from CDE up to and no more than **\$53,861**. Chabot-Las Positas Community College District will be reimbursed at the rate Kidango is reimbursed from CDE or the rate Chabot-Las Positas Community College District charges a non-certified family or the rate Chabot-Las Positas Community College District currently receives from the California Department of Education, whichever is lower, minus 6.5% administrative and monitoring cost. The 2009/10 rate paid by CDE is \$34.38 for a full time preschool child per day. Parent fees received from subsidized parents are to be expended and earned by Chabot-Las Positas Community College District before contract funds shall be claimed for reimbursement.
2. Chabot-Las Positas Community College District will provide **1,676** CDE child days of enrollment.
3. Chabot-Las Positas Community College District shall provide the services for a minimum of **246** days this year on the days shown on the attached calendar, which is part of this contract.
4. All services shall be those required in the Funding Terms and Conditions which are herein incorporated into this contract. The requirements of the Desired Results for Children and Families issued by the CDE are herein incorporated into this contract for services to qualifying children.
5. Chabot-Las Positas Community College District shall have full responsibility for certification of eligibility of families for services under this contract, including eligibility under the Funding Terms and Conditions that is incorporated into the contract between Kidango and CDE and any errors, audit exceptions or other non-qualification that result in funds due back to the Department of Education under this contract shall be borne by Chabot-Las Positas Community College District. Chabot-Las Positas Community College District shall prioritize the admission of children for services under this contract as required by CDE, State Child Development Grant Approved Service Plan and any other legislation or regulation of the State of California and the Federal Government. Chabot-Las Positas Community College District shall participate in and use the county Centralized Eligibility List (CEL) in accordance with admission priorities and as required by the California Department of Education.

6. Chabot-Las Positas Community College District shall furnish to Kidango by the fifth day of each month, monthly attendance data, and any data required in the March 16, 1998 letter from the California State Department of Education and any other data required for reporting to the CDE. Chabot-Las Positas Community College District shall prepare all forms required for submission to the CDE under this grant. Kidango shall pay Chabot-Las Positas Community College District within two weeks of the 10th if the invoice and backup materials are satisfactory and submitted by the 5th of the month. Data submitted after the 5th of the month shall be processed the following month, except for the month of June when reimbursements will be made only for data submitted by the 5th of July. No payments will be made for data submitted 45 days late.
7. Chabot-Las Positas Community College District agrees to any and all requirements as set forth by the Kidango Board of Directors and CDE, with 60 days notice, including but not limited to monitoring and inspection during normal business hours of the premises, books, records and files related to the provision of services under this subcontract.
8. Chabot-Las Positas Community College District shall keep separate fund accounting for the State Child Development Program and comply with pertinent requirements of the School Accounting Manual for determination of proper allocation of income and expenses. Chabot-Las Positas Community College District shall provide detailed information as required by Kidango and the California Department of Education by the deadline for each report to the CDE and final information no later than July 10th for the period ending June 30th.
9. Chabot-Las Positas Community College District shall abide by all Funding Terms and Conditions, Policy Memorandums, Management Bulletins and regulations of CDE. Rates for travel and per diem shall not exceed that set according to the California Code of Regulations, Title 5 Section 18034(j) that sets the rates as those paid to the majority of the CDE represented employees computed in accordance with the Department of Personnel Administration's regulations, Title 22 California Code of Regulations subchapter 1.
10. Chabot-Las Positas Community College District shall participate actively in the Contract Monitoring Review (CMR) by CDE of Kidango and this subcontract. Chabot-Las Positas Community College District shall have materials prepared in advance and during the contract period to show full compliance with the requirements of the CMR.
11. Chabot-Las Positas Community College District shall participate actively in the annual self review as required by the California Department of Education and report findings to Kidango by May 1st of each year. Chabot-Las Positas Community College District agrees to provide information required by the annual self-review according to deadline dates established by Kidango or no later than May 1, 2010.
12. Chabot-Las Positas Community College District shall comply with all of the requirements of the contract between the Child Development Division, California State Department of Education and Kidango.
13. This contract is effective July 1, 2009 – June 30, 2010 and may be cancelled by either party on 60 days prior written notice.
14. This contract must be audited as required by the CDE and the Federal Office of Management and Budget and a copy of the independent audit shall be delivered to the offices of Kidango on or before November 15, 2009 or whatever date as required by CDE. The audit must be at the sole cost of Chabot-Las Positas Community College District, but is an allowable cost under this subcontract.

15. Chabot-Las Positas Community College District agrees to indemnify and save harmless the State of California and Kidango, its officers, agents and employees from any and all claims and losses, attorney fees occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract.
16. Chabot-Las Positas Community College District is acting in an independent capacity and not as officers, employees or agents of the State of California or Kidango.
17. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by authorized agents for Chabot-Las Positas Community College District and Kidango. No oral understanding or agreement shall be binding on either party. Any alteration or variation of the terms of this contract are subject to review and approval of the California Department of Education. This original contract shall not be binding without written approval of the contract by CDE.
18. This subcontract may not be contracted to others, excluding contracts for family day care, janitorial, bookkeeping, audit and training services without the express written permission of Kidango.
19. The Fair Employment Practice Statement of Compliance, Drug-Free Workplace Certification and Certification Regarding Lobbying for Grants and Cooperative Agreements and Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion is incorporated by reference into this agreement.
20. The Ralph M Brown Act requirements for open meetings of the Board of Directors and the Government Code requirements for Conflict of Interest prohibitions are incorporated by reference into this agreement.
21. This contract may be terminated without cause by either party upon 60 days notice. Any breach of contract upon the part of Chabot-Las Positas Community College District shall cause Chabot-Las Positas Community College District to be financially liable for same. Kidango shall retain the right to recover any funds due back under this contract that are not earned or used in accordance with this contract. Kidango shall be entitled to reasonable attorney and other litigation fees and for interest at a rate of the Federal Reserve Board Prime Rate plus 3.5 points.
22. Chabot-Las Positas Community College District shall maintain records for program review, evaluation, audit and/or other purposes and make them available to the agents of the Federal or State government or Kidango for a minimum of five (5) years. Findings or audits must be submitted to Kidango within twenty (20) working days. Audit exceptions must be reported in writing within 24 hours.
23. Chabot-Las Positas Community College District agrees that the State of California retains all title for any equipment or supplies purchased with State funds and that the equipment and supplies shall be returned to Kidango upon termination of this contract unless a subsequent contract is entered into for another period of time. Chabot-Las Positas Community College District shall not use state funds to purchase any unit of equipment in excess of seven thousand five hundred dollars (\$7,500.00) without the express written approval of Kidango and the State of California. No renovations of facilities shall be completed using state funds in excess of \$1,000.
24. This contract is contingent upon appropriation and availability of funds from CDE and their approval of this contract.

25. The consideration paid to Chabot-Las Positas Community College District shall be considered full compensation for all the expenses incurred by Chabot-Las Positas Community College District in the performance of this contract. Chabot-Las Positas Community College District shall not be permitted to earn a profit and shall be reimbursed for the lessor of expenses or attendance at a rate not to exceed the maximum contract amount of the contract between the Child Development Division, California Department of Education and Kidango. Chabot-Las Positas Community College District shall not be permitted to establish a reserve account with funds from this contract, nor shall they be permitted to receive funds for any other funding except that specifically incorporated in this contract.
26. Chabot-Las Positas Community College District shall name Kidango as co-insured for liability for a minimum of \$1,000,000 and shall provide proof of such insurance to Kidango before providing any services under this contract. The insurance carrier must be Best rated B+ or be approved by Kidango. Chabot-Las Positas Community College District shall provide proof of acceptable Worker's Compensation Insurance and additionally owned vehicle insurance to Kidango. Kidango shall name Chabot-Las Positas Community College District as co-insured for liability for a minimum of \$1,000,000 and shall provide proof of such insurance to Chabot-Las Positas Community College District.
27. This contract may be renewed only by both parties in writing on an annual basis. This contract is the complete and exclusive statement of mutual understanding of the parties and that this contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this contract.
28. The Name and Address for Service under this agreement for the Kidango shall be:
Paul Miller, Executive Director, 44000 Old Warm Springs Boulevard, Fremont, California 94538.

The Name and Address for Service under this agreement for Chabot-Las Positas Community College District shall be:
Lorenzo Legaspi, Vice Chancellor, Business Services, 5020 Franklin Drive, Pleasanton, California 94588.

Changes in this section shall be by written notice of one party to the other and shall not constitute a change or modification of any other part of this agreement.

Agreed to this _____ day of _____ at Fremont, California.

For: Kidango
District

For: Chabot-Las Positas Community College

Paul Miller, Executive Director

Lorenzo Legaspi, Vice Chancellor, Business Services