

Head Start Program Partnership Agreement Funding Terms and Conditions

This Partnership Agreement (“Agreement”) is made this 1st day of March, 2015 between Child, Family and Community Services, Inc. (CFCS) and Chabot-Las Positas Community College District (CLPCCD) for purposes of having the Chabot College Children’s Center (CCCC) provide comprehensive Head Start services to qualified families with children age three to five years old. This Agreement is for the service delivery period of March 1, 2015 through February 29, 2016 to include full day/full year and part day/part year services for qualified families. These Head Start services are to be provided only at the Chabot College Children’s Center.

This Head Start Partnership Program is funded through the Administration for Children and Families (ACF) and each partner agrees that all Head Start services will be provided in a manner so as to meet and/or exceed the minimum program requirements as presented in the Head Start Program Performance Standards, 45 CFR Part 1304 (revised 1996, 1999 and 2007). These performance standards are herein referenced and now become an active part of this Agreement for clarity of reference and partnership accountability.

Funding

CFCS agrees to fund CLPCCD for the period of March 1, 2015 through and including February 29, 2016 to provide comprehensive Head Start services as follows:

40 Children	Age 3-5	Full Day/Full Year @ \$ 5,052	\$202,080/year
10 Children	Age 3-5	Part Day/Part Year @ \$ 3,026	\$ 30,260/year

Funding payments will be made to CLPCCD on a monthly basis for the contract year, based on CCCC maintaining full enrollment for the entire month and completion of all program requirements. CFCS shall pay full monthly payment only for children enrolled prior to the 10th day of each month. For children enrolled after the 10th of any month, CFCS shall pay a daily rate for actual days served. CLPCCD agrees to provide CFCS with a Non-Federal Share contribution at a minimum of 25% funding match for the period of March 1, 2015 - February 29, 2016. CCCC agrees to furnish to CLPCCD and CFCS monthly attendance data, verification of services provided, required fiscal records and other documents required for reporting to ACF on a monthly basis for payment of supplemental services provided.

This partnership Agreement is contingent upon continued funding from ACF for CFCS to operate a Head Start Program and is renewable on a yearly basis pending successful completion of all program requirements and submission of supporting documentation as required. This Agreement must be audited as required by the Federal Office of Management and Budget, and a copy of the independent audit shall be submitted to CFCS upon completion of the audit or whatever date as required by ACF.

Terms and Conditions

1. Enrollment Requirements.

CCCC will enroll 40 qualified children age 3-5 years in a full day/full year program and 10 qualified children ages 3-5 years in a part day/part year program for March 1, 2015 - February 29, 2016. Enrollment priority will be given to low income qualified families with parents who are attending school, training, working or participating in other Cal Works related activities.

2. Compliance with Head Start Program Performance Standards.

CCCC agrees to comply with any regulations, policies, guidelines and requirements that result from the implementation or interpretation of the Head Start Program Performance Standards, 45 CFR Part 1304 (including all revisions and updates: 1996, 1999 and 2007).

3. Compliance with Laws.

CLPCCD and CCCC shall be subject to and comply with all applicable Laws with respect to its performance under this Agreement. The term "Laws" as used in this Agreement refers to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Head Start/Early Head Start Program and which apply to any portion of the Head Start/Early Head Start Program. Laws refer to those enacted and in effect as of the execution of the Agreement, amendments thereto occurring during the performance of the Agreement and subsequently enacted Laws that take effect during the performance of the Agreement. No adjustment of the compensation shall be request or allowed for the CLPCCD and CCCC's compliance with the Laws. 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 are incorporated by reference into this Agreement and copies will be provided as required.

4. Program Records.

CCCC shall maintain records for the program review, evaluation, audit and/or other purposes and make them available to the agents of the Federal government, State government and CFCS for a minimum of five (5) years from the date of submission of CLPCCD's final payment demand of final cost or any further period that is required by law until all federal/state audits are complete and exceptions resolved for this CLPCCD's funding period. . Findings of audits shall be submitted to CFCS within 20 working days. Audit exceptions must be reported in writing within 24 hours. Within thirty (30) days of termination of this Agreement, CLPCCD/CCCC shall deliver to CFCS all program records including, without limitation, financial and funding records, program records, insurance records, employee and student records, maintained by CLPCCD/CCCC pursuant to this Agreement.

Should CFCS determine that CCCC and/or CLPCCD has provided inaccurate attendance reporting, CCCC and CLPCCD shall be, jointly and severally, liable to CFCS for repayment of any and all funding overpayments paid by CFCS in reliance on CCCC's and/or CLPCCD's inaccurate reporting, together with all costs, including without limitation, CFCS's audit costs, attorneys' fees, and other expert services fees incurred in the determination and collection of such overpayments.

5. Supplemental Services.

CCCC shall provide, at a minimum, the supplemental services detailed in Exhibits A and B, attached

hereto and incorporated herein by reference.

6. Equipment.

Title to equipment having a useful life of two years or more, rests with CCCC only as long as this Agreement or its successor is in effect. Upon termination of this Agreement, title to all equipment purchased under this Agreement shall revert to CFCS. Any unit of equipment costing over \$5,000 (purchased with Head Start funds) must have prior written authorization for purchase from both CFCS and ACF.

7. Required Certifications.

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 are incorporated into this Agreement by reference and copies will be provided as required.

8. Insurance, Indemnity and Bonds.

8.1. Public Liability Insurance. CLPCCD shall maintain public liability insurance, or shall self insure, for a minimum of \$2,000,000 and shall provide proof of such insurance to CFCS before providing any services under this Agreement. CFCS shall be named as an additional insured on such insurance. CLPCCD shall also maintain Worker's Compensation Insurance as required by law and shall provide proof of such insurance to CFCS.

8.2. Student Accident Insurance. In accordance with governing Head Start regulations, including but not limited to 45 CFR 1301.11, CLPCCD shall provide, at CLPCCD's expense, Student Accident Insurance with a \$5,000 maximum benefit and \$1,000 death, dismemberment and loss of sight benefit.

8.3. Certificates of Insurance. Within five (5) days of execution of this Agreement, CLPCCD shall deliver to CFCS Certificates of Insurance evidencing the insurance coverages required by the Agreement. Failure or refusal of the CLPCCD to so deliver Certificates of Insurance the CLPCCD's default of a material obligation of the CLPCCD under the Agreement, and thereupon CFCS may proceed to exercise any right or remedy provided for under the Contract Documents or the Laws, including without, termination for convenience of CFCS. The Certificates of Insurance and the insurance policies required by the Agreement shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CFCS. The insurance policies required of CLPCCD hereunder shall also name CFCS as an additional insured as its interests may appear. Should any policy of insurance be canceled before the termination of this Agreement and the CLPCCD fails to immediately procure replacement insurance as required, CFCS reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by CFCS in connection therewith from any sum then or thereafter due the CLPCCD under the Agreement. The CLPCCD shall, from time to time, furnish CFCS, when requested, with satisfactory proof of coverage of each type of insurance required by the Agreement; failure of the CLPCCD to comply with CFCS's request may be deemed by CFCS to be a default of a material obligation of the CLPCCD under the Agreement.

8.4. Indemnification. Unless arising solely out of the active negligence, gross negligence or willful misconduct CFCS, CLPCCD agrees to indemnify, defend and hold harmless CFCS, its officers, directors, agents and employees ("Indemnified Parties") from any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys' fees and costs which arise, in whole or in part, from this Agreement or the acts, omissions

or other conduct of the CLPCCD, any Subcontractor or any person or entity engaged by them to provide services pursuant to this Agreement. CLPCCD's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; and (iv) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of CLPCCD or any other person or entity employed directly or indirectly by CLPCCD in connection with this Agreement and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to CLPCCD's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the CLPCCD shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. If there is any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, CLPCCD shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; CLPCCD shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

9. Term. This Agreement is considered to be from year to year and will be contingent on the continuation of federal funding for this project. If CFCS' funding is suspended or reduced during the Term, CFCS shall have the right to terminate or modify this Agreement upon Twenty-One (21) days' written notice to CLPCCD. This Agreement may be canceled by either partner for any reason upon written notice delivered to the other partner at least sixty (60) days in advance of the cancellation date.

10. Required Fiscal Documents.

Required Fiscal Documentation to be submitted as indicated below:

1. Yearly Budget: line item budget, submitted March 1, 2015 and updated quarterly
2. Yearly inventory of equipment purchased with HS/EHS funds
3. Non-Federal Share, 25% funding match – submitted monthly

11. Fingerprint Certification.

In executing this Agreement, CLPCCD acknowledges and certifies: (i) it is familiar with the California Health and Safety Code requirements regarding fingerprinting and criminal background checks (California Health and Safety Code Section 1596.871, *et seq.*) and tuberculosis (HEALTH AND SAFETY CODE SECTION 121525-121555 (ii) that CLPCCD has conducted the requisite fingerprinting and criminal background checks; (iii) that neither CLPCCD nor any of its employees have been convicted of a felony as defined in Ed. Code § 45122.1; and (iv) that neither CLPCCD nor any of its employees have active tuberculosis.

12. Dispute Resolution.

12.1. Informal Dispute Resolution. In the event that CLPCCD believes CFCS has incorrectly denied reimbursement for an expense, suspended payments under this Agreement, declared this Agreement in default, or terminated this Agreement, CLPCCD may appeal the action to CFCS utilizing the following procedure.

12.1.1. Within ten (10) days of the occurrence of the action in dispute, CLPCCD shall submit a statement identifying the action in dispute and stating the position of CLPCCD as to why it believes CFCS has acted incorrectly and the resolution requested by CLPCCD. Any additional written materials or documentation that CLPCCD wishes to provide to CFCS to assist in the decision making process must also be submitted to CFCS with the notice of dispute. These

materials are to be submitted to CFCS Fiscal Manager, at the address noted in this Agreement.

12.1.2. Within fifteen (15) days of the receipt of CLPCCD's notice of an action in dispute, CFCS Fiscal Manager will issue a written response to CLPCCD on behalf of CFCS. If CLPCCD is satisfied with the response, it shall inform CFCS Fiscal Manager of its acceptance of the resolution, in writing, within five (5) days of receipt of the proposed resolution, and the proposed resolution will be implemented.

12.1.3. If the resolution proposed by CFCS is not acceptable, CLPCCD shall request, in writing, a further review within ten (10) days of receipt by CLPCCD of the proposed resolution. The request for further review shall also to be submitted to both the CFCS Fiscal Manager and the CFCS Executive Director, at the address noted in this Agreement. The original notice of dispute, along with any accompanying materials, and the request for further review, will be submitted to CFCS Board of Directors. Within twenty (20) days of receipt of the materials noted, CFCS Board of Directors will issue a written response to CLPCCD on behalf of CFCS. The written response of the Board of Directors will be the final decision on behalf of CFCS.

12.2. Judicial Jurisdiction. Any action arising out of a claim or dispute not resolved by the aforementioned Informal Dispute Resolution process set forth in Section 11.1, above, may be instituted and prosecuted in the courts of Alameda County, State of California.

12.3. Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between CFCS and the CLPCCD regarding performance under the Agreement, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Agreement, the CLPCCD shall proceed diligently with performance of the Work in accordance with CFCS's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

13. Miscellaneous Provisions.

13.1. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

13.2. Marginal Headings; Interpretation. The titles of the various Terms and Conditions and elsewhere in the Agreement are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of CFCS or the CLPCCD and shall have no effect upon the construction or interpretation of the Agreement. The Agreement shall be construed as a whole in accordance with their fair meaning and not strictly for or against CFCS or the CLPCCD.

13.3. Successors and Assigns. Unless otherwise expressly provided in the Agreement, all terms, conditions and covenants of the Agreement shall be binding upon, and shall inure to the benefit of CFCS and the CLPCCD and their respective heirs, representatives, successors-in-interest and assigns.

13.4. Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Agreement and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CFCS shall constitute a waiver of a right or remedy afforded it under the Agreement or the Laws nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

13.5. Severability. If any provision of the Agreement is deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision

shall be deemed to be severed and deleted from the Agreement, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

- 13.6. No Assignment by CLPCCD. The CLPCCD shall not sublet or assign the Contract any obligation of the CLPCCD thereunder, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of CFCS, which approval may be withheld in the sole and exclusive discretion of CFCS. CFCS's approval to such assignment shall be upon such terms and conditions as determined by CFCS in its sole and exclusive discretion.
- 13.7. Independent Contractor Status. The CLPCCD is an independent contractor to CFCS and not an agent or employee of CFCS.
- 13.8. Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which CFCS or the CLPCCD may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to CFCS or the CLPCCD at their respective address set forth in the Contract Documents, or such other address(es) as either CFCS or the CLPCCD may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

The name and address for approval and service under this Agreement for **CFCS** shall be:

Karen Deshayes, Executive Director
Child, Family and Community Services, Inc.
32980 Alvarado-Niles Road, Suite 846
Union City, California 94587

The name and address for approval and service under this Agreement for **CLPCCD** shall be:

Lorenzo S. Legaspi, Vice Chancellor - Business Services
Chabot-Las Positas Community College District
7600 Dublin Blvd, 3rd Floor
Dublin, California 94568

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

- 13.9. Attorneys' Fees. Except as expressly provided for in the Agreement, or authorized by law, neither CFCS nor the CLPCCD shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Agreement or the performance of either CFCS or the CLPCCD thereunder.
- 13.10. Provisions Required by the Laws Deemed Inserted. Each and every provision of law and clause required by the Laws to be inserted in the Agreement is deemed to be inserted herein and the

Agreement shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

13.11. Entire Agreement. The Agreement contains the entire agreement and understanding between CFCS and the CLPCCD concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by CFCS and the CLPCCD.

For: Child, Family and Community Services, Inc.

Karen Deshayes
Executive Director

Date

and

Jennifer Adams
President, CFCS Board of Directors

Date

For: Chabot/Las Positas Community College District

Mr. Lorenzo S. Legaspi
Vice Chancellor-Business Services

Date

Exhibit A

Child, Family and Community Services, Inc.

Head Start Program Service Requirements Supplemental Services Provided

by
Chabot College Children's Center

General Requirements

Maintain compliance with all Head Start Performance Standards as required and CFCS Program Plans.

Participate in the yearly agency self assessment and correct areas of non-compliance.

Provide for a Code of Ethics for all staff.

Provide the staff orientation and ongoing training/staff development.

Provide for CCCC staff participation in CFCS staff meetings, trainings and agency events.

Designate a CCCC Supervisor to monitor Head Start requirements and activities, and work with CFCS Partner. Monitor Coordinator and Managers as required.

Provide for CCCC Managers and staff who work directly with the Head Start Program to attend regular ongoing meetings with CFCS Managers and staff.

Forward all records (copies) for Head Start children who leave CCCC to CFCS for storage and auditing.

Provide for CFCS Monitoring Team to review records, documents and files of Head Start children and families.

Submit Monthly Summary of CCCC Head Start Program Activities to CFCS to document and support monthly payment for supplemental services provided.

Enrollment and Attendance

Maintain full enrollment of all allocated Head Start service slots at all times.

Verify all required enrollment documents for Head Start families as required, and forward to CFCS Enrollment Office.

Maintain daily attendance records for all Head Start children and forward to CFCS monthly (to include all adds and drops).

Follow-up on all Head Start children's absences and provide family support services and referrals, as needed.

Provide a plan and deliver ongoing supplemental services for Head Start children who attend school less than full time (5 days per week).

Disabilities Services

Maintain and monitor IEP for all Head Start children served under Section 1308 of the Head Start Performance Standards (Disabilities Services).

Provide a plan and deliver supplemental services for Head Start children with disabilities who attend school less than full time (5 days per week).

Provide referrals for needed services as identified through screenings and assessments.

Involve CFCS staff in all planning meetings, parent conferences, etc. for Head Start children with disabilities.

Child Development Services

Provide a comprehensive Child Development Program to include part day or full day services for all enrolled children and families.

Maintain current center license for all centers used for Head Start services.

Provide a classroom environment which is reflective of the ethnic, cultural and linguistic background of the enrolled Head Start families and children.

Maintain mandated group size and teacher child ratio per Performance Standards requirements.

Certify that CCCC staff working with Head Start children and families meet the required position qualifications per Performance Standards.

Maintain a comprehensive child assessment system for required child outcomes.

Provide developmentally appropriate classroom experiences (curriculum) for Head Start children, individualized for each child.

Maintain an ongoing Individualized Learning Plan (ILP) for each enrolled Head Start child and update plans regularly.

Complete at least two (2) home visits with Child Development staff and two (2) Parent/Teacher Conferences yearly for each Head Start family.

Maintain Teacher qualification requirements, as mandated.

Implement and maintain CLASS system, as required.

Parent/Family Services

Provide an orientation on the Head Start Program for all enrolling Head Start families.

Initiate and maintain a Family Assessment and follow-up Family Partnership Agreement for each Head Start family.

Provide referrals for community agency assistance for Head Start families needing help or who are in crisis.

Provide regular center parent meetings for Head Start families.

Provide regular parent education and training for Head Start families to include training on child development, nutrition, child abuse, stress management, community resources, etc.

Provide for CCCC parent representation on CFCS Policy Council and Advisory Committees.

Disseminate information on CFCS parent activities and events to Head Start families.

Provide for CCCC participation in yearly Parent Satisfaction Survey and the annual agency self assessment.

Report any and all suspected cases of child abuse or neglect per CPS regulations and document as required.

Health/Mental Health Services

Identify and/or establish a source of ongoing medical and dental care for all Head Start families (Medical Home) upon enrollment.

Ensure physical examination, T.B. Clearance, and all immunizations are completed for Head Start children per Head Start requirements.

Provide health assessments and required screenings for all Head Start children (per required timelines) and make referrals for follow-up treatment services as needed - vision screening, hearing screening, etc.

Ensure completion of dental screenings and follow-up referrals for services when necessary.

Maintain emergency telephone numbers and parental consent for all required screenings and services for Head Start children.

Post emergency medical and dental procedures in each classroom.

Post emergency evacuation procedures and complete regular required safety drills with all children.

Complete Mental Health Observation for each Head Start child and family, and provide follow-up referrals for treatment and support services as needed.

Provide ongoing Mental Health activities for Head Start children and families.

Provide ongoing Mental Health activities and training for staff.

Provide for CCCC staff and parents to participate on the CFCS Health/Nutrition Advisory Committee.

Nutrition Services

Complete a nutrition assessment (per required timeline) for each Head Start child with follow-up referrals as needed.

Provide daily snacks and lunches according to CACFP guidelines and requirements in a family meal style setting.

Provide monthly menus for Head Start families and forward copies to CFCS.

Provide nutrition education activities for Head Start children (included in lesson plans) and families.

Participate in the Child and Adult Care Food Program (State of California).

Exhibit B

Supplemental Service Delivery per Partner

This is an initial identification of specific services to be provided by each partner and will be further developed as needed. Services to be provided by each partner include the following but are not limited to:

CFCS will provide -

- Funding for providing comprehensive Head Start services to agreed qualified children and families for the period of March 1, 2015 - February 29, 2016.
- Documents, forms and procedures necessary for completing mandated requirements
 - adoption of new forms
 - utilizing of existing forms and information
 - monitoring of completed forms for accuracy
- Training and Technical Assistance (T&TA) for completing all mandated Head Start service delivery and supporting documentation, as needed and as requested.
- Monitoring of CCCC for compliance
- Additional support as agreed

CCCC will provide -

- Full day /full year and part day services per Head Start Program Performance Standards, for identified, qualified children age 3-5 years old for the period of March 1, 2015 - February 29, 2016. These services will include but are not limited to:
 - Developmentally Based Educational Program for children
 - Comprehensive Family Support Services
 - Parent Education Activities
 - Monthly Parent Seminars
 - Other meetings/trainings as scheduled
 - Quarterly Center Parent Meetings (minimum)
 - Minimum of 2 home visits per year, per child and 2 parent/teacher conferences
- Complete and maintain information/documentation as required for the Head Start program and make records available for review as needed.
 - Enrollment
 - Home Visits
 - Child/Family Files
- Provide Non Federal Share contribution of 25% funding match.
- Additional services as agreed.

To: Child, Family and Community Services, Inc.

From: **Chabot College Children's Center**

Re: Monthly Summary of Head Start Program Activities
Month Reported _____

Monthly Information	3 yr. Olds	4 Yr. Olds
• Days of operation this month		
• Monthly Enrollment		
Certified with Disabilities		
• Children Dropped this month		
Children Added this month		
• Average Daily Attendance (Attach Monthly Attendance Tracking Form)		
• Home Visits Completed this month		
Parent /Teacher Conferences this month		

- Parent Meetings this month: Dates and number of Head Start parents attending.
- Parent Trainings this month: Dates and number of Head Start Parents attending.
- CCCC/CFCS Staff Meetings this month: Dates
- Advisory Committee Meetings this month: Dates

Other Required Activities completed this month:

The above information is verified by:

Signature/Title

Date

This form must be completed monthly and submitted with invoice for supplemental HS service delivery.