

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR SPECIAL MEETING

August 27, 2019

Cougar Room
(Access Through the Library Entrance)

5:00 p.m.

29 Cougar Court
Taft, California 93268

A. Accessibility. In compliance with the Americans with Disabilities Act, if you need special assistance to access the meeting room or to otherwise participate in this meeting, including auxiliary aids or services, please contact Sarah Criss at (661) 763-7711. Notification at least 48 hours prior to the meeting will enable the Governing Board to make reasonable arrangements to ensure accessibility to the meeting.

B. Obtaining Public Records. A copy of the Board packet, including documents relating to any open session item are available to members of the public on the District website and also at the District Office. Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 29 Cougar Ct., Taft, California, during normal business hours. These documents will be made available to the public at the same time that they are made available to a majority of the Board.

C. Language Assistance. The District welcomes Spanish and other language speakers to Board meetings. Anyone planning to attend and needing an interpreter should call Sarah Criss at (661) 763-7711 forty-eight (48) hours in advance of the meeting so that arrangements can be made for an interpreter. El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretacion llame al (661) 763-7711 (48) horas antes de la junta, para poder hacer arreglos de interpretacion.

D. Addressing the District Board. The Board encourages public participation and involvement. Community members will therefore have several opportunities to address the Board. However, please respect the Board's time and the need for efficient board meetings. The Board also requests that comments be respectful and professional.

1. **Agenda Items.** If you wish to address the Board on an agenda item, please do so when that item is called. Presentations will be limited to a maximum of five (5) minutes. Time limitations are at the discretion of the Board President.
2. **Non-Agenda Items.** Individuals have an opportunity to address the Board during the period set aside for Public Comment on Items of General Interest on topics within the subject matter jurisdiction of the Board **not** listed on the agenda. Presentations will be limited to a maximum of five (5) minutes, with a total of thirty (30) minutes designated for this portion of the agenda.

E. Questions for the Board. Individuals with questions on District issues may submit them in writing. The Board will refer such requests to the Superintendent, who will endeavor to respond to your questions after the meeting.

F. Placing issues on the Board Agenda. Items from the public pertaining directly to College business may be placed on the Board agenda by submitting the request in writing to the Office of the Superintendent. The proposed agenda item will be reviewed and placed, if appropriate, on the Board's agenda within a reasonable period of time. Please contact the Office of the Superintendent at (661) 763-7711 for further information.

1. CALL TO ORDER
2. PUBLIC COMMENT ON CLOSED SESSION ITEMS
3. ADJOURN TO CLOSED SESSION

- A. Public Employee Appointment/Employment, Government Code Section 54957
 - B. Public Employee Performance Evaluations, Government Code Section 54957
 - C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
 - D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
 - E. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 - 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
 - F. Conference with Legal Counsel - Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 - 1 Potential Case
 - G. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)
4. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
 5. NEW BUSINESS:
 - A. Request for Approval - Community Action Partnership (CAPK) Agreement; 9/1/19 - 8/31/24
 - B. Request for Approval - Resolution 2019/20-06 and Agreement with California Department of Education to Provide State Preschool Program, Contract #CMIG-8005, Amendment 2; 7/1/18 - 6/30/19
 6. NEXT MEETING DATE
The next regular meeting is scheduled for Wednesday, September 11, 2019, at 5:00 p.m.
 7. CONTINUATION OF CLOSED SESSION (If Necessary)
 8. ADJOURNMENT

Date: August 23, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 27, 2019

Title of Board Item:
Community Action Partnership of Kern (CAPK) Agreement

Background:
This agreement allows for the Taft College Child Development Center to serve infants and toddlers in our region in cooperation with CAPK.

Terms (if applicable):
Up to 42 Infants and Toddlers (Combined) and Minimum of 1380 Hours of Care per Program per Year; 9/1/19 - 8/31/24

Expense (if applicable):
N/A

Fiscal Impact Including Source of Funds (if applicable):
N/A

Approved: 
Dr. Debra Daniels, Superintendent/President



Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 336-5228

ACCOUNT CODE:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (“Agreement”) is made and entered into as of this 23rd day of July 2019 by and between: West Kern Community College District C/O Taft College Child Care Center at 729 Ash Street Taft, CA 93268 (“Contractor”) and Community Action Partnership of Kern (“CAPK”). In consideration of mutual promises and agreements of the parties as herein set forth, Contractor agrees as follows:

1. **DESCRIPTION OF SERVICES.** Contractor shall provide center-based services for up to 42 infants and toddlers (combined) with a minimum of 1380 hours of care per program per year as more fully detailed in **Attachment A** (Scope of Work).
2. **LOCATION FOR SERVICES.** 729 Ash Street Taft, California 93268
3. **PAYMENT FOR SERVICES.** Payment for services shall be six hundred dollars (\$600.00) per child per calendar month, up to a maximum of forty-two Early Head Start children. The total maximum monthly charges are Twenty-Five Thousand Two Hundred dollars (\$25,200.00). Prior approval for trainings, conferences, classes are to be obtained from CAPK prior to registration. Prior approval for start-up costs are to be obtained from CAPK before the work starts. Any additional services not approved by CAPK in advance will be at Contractor’s own expense. A copy of CAPK’s signed approval is to be submitted with Contractor’s invoice. Contractor will submit an original monthly invoice detailing all work and services performed, on or by the 10th day of the following month. Terms are Net 30 from the date the invoice is received in CAPK’s Accounting Department. Additionally, Contractor invoices shall be in accordance with **Attachment B** contained in and attached hereto for reference.
4. **TERM.** This period of performance for this Agreement shall be from September 01, 2019 through August 31, 2024. This Agreement may be terminated by either party with or without cause for any reason upon thirty (30) days written notice.
5. **OPTION TO RENEW.** This agreement may be renewed upon approval from CAPK and the Administration for Children and Families.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Contractor is an independent Contractor and is not an officer or employee of CAPK.
7. **EVALUATION.** Contractor may be evaluated throughout the contract term. If Contractor fails to provide satisfactory service, CAPK may terminate this contract with 30 days written notice.
8. **LOSS OF SUBSIDY.** Eligible children identified as EHS participants may not be dis-enrolled as a result of a loss of subsidy. In the case of where an EHS slot is not subsidized, CAPK will pay a non-subsidized rate of no more than the contractor’s other subsidy daily rate for any unsubsidized EHS-Child Care Partnership child. CAPK will continue to make payments for the unsubsidized child until the child ages out of the program, the parent declines services or secures childcare elsewhere. CAPK will work with the Contractor to ensure continuity of services due to a loss of subsidy either in the Center Based option or offering EHS Home Based services through CAPK’s EHS Home Based program. The non-subsidized rate can either be short term until subsidy resumes or long term to support continued EHS services to the child and family. In the case of loss of subsidy, Contractor will submit request for payment in writing. Payments made for loss of subsidy pursuant to this paragraph will be in addition to any payments made to Contractor pursuant to paragraph one (3) above.
9. **RESPONSIBILITIES.** Vendor shall perform the services provided for under this Agreement and shall keep CAPK informed of progress and developments and will respond within a reasonable time to CAPK’s inquiries and communications. CAPK shall provide on a timely basis all information and documents necessary for Vendor’s effective representation of CAPK’s interests.
10. **CONFIDENTIALITY.** Vendor shall not at any time or in any manner, either directly or indirectly, use for its benefit, or divulge, disclose or communicate in any manner any information that is proprietary to CAPK. Vendor will protect

such information and treat it as strictly confidential. This provision shall continue to be effective even after the termination of this Agreement for a period of three (3) years.

- 11. **RECORD KEEPING.** Payrolls, attendance and basic accounting records pertaining to the above described services shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. Contractor shall keep accounting records for a period of three years after completion and acceptance of the agreement by the Owner.
- 12. **INSURANCE.** Contractor shall maintain General Liability Insurance and is responsible for maintaining any public liability, property damage, Workers' Compensation Coverage and fire insurance, as specified in **Attachment C** titled "CAPK Additional Terms and Conditions."
- 13. **INDEMNIFICATION.** The Contractor shall hold harmless CAPK from every claim or demand which may be made by reason of any injury to person or property sustained by the Contractor or by any person, firm or corporation, employed directly or indirectly by him/her upon or in connection with his or her performance under this Agreement, however caused, and any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention. Contractor agrees to indemnify CAPK from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Contractor while executing this Agreement.
- 14. **NOTICES.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served via certified mail, return receipt requested, to the address set forth in this Agreement.

Contractor:
 Taft College Child Care Center
 ATTN: Meghan Hall-Silveira
 29 Cougar Court
 Taft, CA 93268
 Phone: (661) 763-7700

CAPK:
 Community Action Partnership of Kern
 ATTN: Esperanza Contreras
 5005 Business Park North
 Bakersfield, CA 93309
 Phone: (661) 336-5236 ext. 2225

15. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein above first written.

CONTRACTOR: WEST KERN COMMUNITY COLLEGE DISTRICT

Signature: 

Date: 8/22/19

Printed Name: Debra S. Daniels

Title: Superintendent/President

OWNER: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: Jeremy T. Tobias

Title: Chief Executive Officer



ACCOUNT CODE:

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CONTRACTOR: WEST KERN COMMUNITY COLLEGE DISTRICT

Signature: Debra S. Daniels

Date: 8/22/19

Printed Name: Debra S. Daniels

Title: Superintendent/President

OWNER: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: Jeremy T. Tobias

Title: Chief Executive Officer

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Enrollment – 45 CFR 1302:

Ensure that full enrollment is met throughout the Head Start Program year, July 1 – June 30.

Achieve full enrollment on day one of program services by following the steps below:

- Provide a minimum of 1380 hours of care per program year.
- Attendance will be closely monitored to ensure that any child who does not show up on the first day or within 10 days is dropped and replaced with a new student.
- Make reasonable efforts so that Early Head Start (EHS) vacancies are filled within 30 calendar days.
- Enroll children after CAPK Head Start has verified eligibility and signed a statement certifying eligibility as per 45 CFR 1302.12. Certification can occur as follows:
 - ✓ Request a Head Start employee to verify eligibility (a minimum of 5 files is required).
 - ✓ Scan or fax the documents to the ERSEA Manager at fax number (661)336-5248.
 - ✓ Enroll 10% of slots with children with Individual Family Service Plan (IFSP). Fill slots no later than January 1 each year.
 - ✓ Accept files from Head Start waiting list of children with an IFSP and enroll to fulfill the 10% enrollment.
 - ✓ Provide a monthly enrollment report (include waitlisted and dropped children) along with the monthly invoice that includes attendance.
 - ✓ If average daily attendance falls below 85 percent, Contractor will analyze the causes and develop and submit to CAPK to review and approve a plan that outlines corrective measures no later than the 15th day of the following month.
 - ✓ Documentation of work with families to improve daily attendance and how parents will be supported with issues that impact the child's attendance.

Enrollment – 45 CFR 1302:

- Provide on-going monitoring of enrollment and verify that all vacancies are filled within 30 days.
- Provide Training and Technical Assistance to Contractor's staff to ensure that timelines are met, records are maintained and that follow-up services are provided.
- Review and sign off on eligibility documents prior to the enrollment of all children and return to Contractor within 2 business days to ensure full enrollment.
- Enrollment will be verified by the ERSEA Manager and the Head Start/State Child Development Programs Director or assignee.
- Provide Training and Technical Assistance to Contractor to assist in developing inclusive classrooms and enroll children with disabilities in order to meet the 10% mandate.
- Refer Federal Head Start eligible children to Contractor to assist in meeting funded enrollment and 10% children with disabilities.
- Provide training and technical assistance to Contractor's staff in developing and revising Contractor's procedures to ensure compliance with Head Start regulations and mandates.
- Provide technical assistance and strategies to improve attendance problems and ensure that children are receiving the required services under this Agreement.
- Monitor implementation of service plan and provide assistance and training determined to be needed from the analysis of Program Information Report (PIR), Infant/Toddler Environment Rating Scale (ITERS), Self-Assessment, Monitoring and other CAPK program monitoring data.
- Include Contractor staff in CAPK trainings as appropriate.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Education – 45 CFR – 1302:

- Hire teaching and support staff that meet Head Start and licensing regulations as outlined in the Head Start Act of 2007, and any updates issued thereto.
- Make available at least one annual training day to all EHS staff conducted by CAPK to ensure understanding of and compliance with Early Head Start guidelines.
- Align curriculum to meet school readiness goals established by the Head Start program.
- Provide two home visits, and two parent conferences for every child during program year.
- Ensure on-going Child Assessments/Desired Results Developmental Profile (DRDP) data is submitted according to CAPK timelines-three times per year. Complete Behavior Screening and submit to Family Advocate within 45 days of child's first day of school.
- Provide reports that document that staff has reviewed the results of developmental and behavior screening within 30 days after it was completed and discuss results with parents.
- Refer children identified with concerns from screening to CAPK's Content Area Specialist (CAS) Wellness for further assessment.
- Ensure children have a smooth transition experience following the guidelines of the Early Head Start Transition plan.
- Implement a high-quality research-based curriculum and other supporting strategies as defined by Head Start Performance Standards, Head Start Act.
- Review and implement Head Start current policies and procedures related to education, including the new Head Start Child Outcomes Framework in curriculum implementation and the Program for Infant and Toddler Care (PITC).
- Ensure all lesson plans, children's education goals and ongoing assessments are aligned with Head Start School Readiness and Early Learning Framework.
- Provide monthly reports on status of home visits, parent conferences, intentional teaching, individualization, observations/ongoing child assessments, 45-day mandates, and lesson planning.
- Provide yearly Pedestrian Safety training to parents and children.
- Monitor curriculum implementation, individualization and school readiness and forward monitoring reports to CAPK Head Start Director.

Education – 45 CFR –1302:

- Provides start-up instructional materials and furnishings identified by CAPK.
- Provide Training and Technical Assistance in the following areas:
 - ✓ Federal Head Start regulations, Performance Standards, and mandates, Head Start School Readiness mandates, Head Start Child Development and Early Learning Framework; i.e., Home Visits, Family Partnership Agreements, etc.
 - ✓ Training in curriculum planning and implementation.
 - ✓ Mental Health – Appropriate Behavioral Intervention.
 - ✓ Content expectations for home visits and parent conferences.
- Schedule for completing and submitting results on the following:
 - ✓ Education compliance reports for home visits, conferences, etc.
 - ✓ PIR status reports
 - ✓ Parent Engagement

The training calendar will be issued at the beginning of the Program year and updated monthly; in addition, the Head Start program will dedicate a Supervisor, a Family Advocate and a coach to train and mentor staff on site.

- Hire a Family Advocate to support full enrollment, recruiting, selection, eligibility and attendance requirements, ChildPlus data entry.
- Hire Program Partner Coordinator to support and ensure full compliance of all comprehensive services and regulations as defined in the Head Start Performance Standards.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Health- 45 CFR – 1302:

- Ensure that there is documentation indicating that all physical exams (well-baby check-ups) are completed at time of child enrollment per the Early and Periodic Screening Diagnosis and Treatment (EPSDT) requirements by age group.
- Review the results of all health exams, follow up on noted comments and submit to the Family Advocate to enter in ChildPlus. Refer for any needed treatment or missing requirements, documents and follow up on contact log.
- Assist parents to obtain or arrange further diagnostic testing, examination, and treatment by an appropriate licensed or certified professional for each child with an observable, known or suspected health, nutritional, behavior or developmental problem. Develop and implement a follow-up plan for any condition identified so that any needed treatment can begin.
- Take current height and weight for each child, three (3) times a year; and submit information to the Family Advocate for entry in ChildPlus.
- Generate and review health reports (summary and detailed) from weekly monitoring reports and follow up on areas needing improvement or focus within 5 days.
- By July 1 of each year, review and modify as necessary policies and procedures of Health, Mental Health and Nutrition Services that meet Head Start Performance Standards and Regulations. Submit to CAPK to review.
- Review the monthly "Partner Monitoring Report" and complete the plan of action section for each area of the report where a concern was identified no later than one week after receiving reports from CAPK.
- Submit a report to CAPK within 24 hours for any known or suspected instances of child abuse or neglect and/or any unusual incident.
- Responsible for administering any authorized medications and document on medication log all medication administered to children as required by state guidelines.

Health- 45 CFR – 1302:

- Provide training and technical assistance on health-related requirements such as:
 - ✓ Health Plans
 - ✓ Nutrition Assessments
 - ✓ Medication Administration
 - ✓ Food Allergies
 - ✓ ChildPlus data entry
- Ensure all physical exams and health information are entered in ChildPlus within 30 days of the child's first day of attendance.
- Refer for annual well child exams at the appropriate intervals and dental exams at least 30 days prior to due date or expiration date and document referral on contact note or in ChildPlus.
- Ensure that all immunizations are complete and up-to-date at time of enrollment and entered in ChildPlus within 30 days of the child's first day of attendance. Refer and follow-up regularly until all immunizations outlines by age are completed according to CA Immunization Requirements. Document all referrals and follow-up on contact notes.
- Conduct and enter Nutrition Assessments in ChildPlus within 45 days of the child's first day of attendance. Follow up on nutrition concerns including referral for low Hgb/Hct, high lead levels and develop nutrition plans if needed as soon as possible but no later than 90 days from the first day of attendance.
- CAPK will review growth chart to determine height and weight are within normal range. For children who do not fall within normal range, Family Advocate will submit a referral to CAPK nutrition.
- Ensure that dental exams have been completed, including follow up treatment and are entered in ChildPlus, documented on contact notes within 90 days of the child's first day of attendance.
- Review the Contractor's policies and procedures for Health, Mental Health and Nutrition Services to ensure they meet the Head Start Performance Standards and Regulations.
- Document all medical follow-up treatment and services on contact notes. This is to include all medical treatments that improve the child's overall health.
- Ensure an authorization for medication is completed by child's physician and signed by parent prior to accepting and administering medication.
- Ensure health plans are developed for children with chronic health conditions to include medications as needed.
- Enter and track treatment needed, and treatment received in ChildPlus.
- Conduct vision and hearing screenings, enter in ChildPlus within 45 days of child's first day of attendance and rescreen within 4-6 weeks as needed.
- Obtain results of clinical vision screening and clinical hearing screening from current well baby check by age at time of enrollment within 45 days of child's first day of attendance and enter in ChildPlus. Document all referrals, if any, and follow up on contact notes.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Family Services – 45 CFR – 1302:

- By July 1 of each year, review policies and procedures for Family Services that meet Head Start Performance Standards and Regulations. Submit to CAPK for review.
- Review monthly Family Services Reports (summary and detailed) provided by Family Advocate. Follow-up on areas needing improvement or focus within one (1) week of running the report.

Family Services – 45 CFR – 1302:

- Provide training and technical assistance on Family Service requirements such as:
 - ✓ Family Assessments and Family Partnership Agreement (FPA) process.
 - ✓ ChildPlus data entry
 - ✓ Service delivery tracking
- Family Assessments to be completed within 5 working days of the child's first day of attendance. Document on the contact notes and ChildPlus on the same day the family assessment is completed.
- Provide referrals for services and resources that are responsive to family's needs, interests and goals on the same day the need is identified. Document on the contact notes and ChildPlus on the same day the referral is made.
- Conduct timely follow-up on family needs, referrals and services received as soon as possible but not to exceed 60 calendar days depending on the urgency of the need. Document all follow-up pertaining to referrals and services received on the contact notes and ChildPlus on the same day follow-up is conducted.
- Initiate the goal setting process with all families and on the contact log and ChildPlus within 5 days of the child's first day of attendance.
- Develop Family Partnership Agreements (FPA) based on family's readiness and willingness to participate in the process. Complete the FPA form if goal is established. Document on the contact notes and ChildPlus on the same day the FPA is developed.
- Conduct FPA follow-up every 60 calendar days to review the status of the goal(s) established or reevaluate the family's readiness to participate in the goal setting process if goal has not been established. Document the contact notes and ChildPlus on the same day FPA follow-up is conducted.
- Review the Contractor's policies and procedures for Family Services to ensure they meet the Head Start Performance Standards and Regulations.

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Program Design and Management – 45 CFR – 1301:

- **Child Care License – Contractor shall maintain for the term of this Agreement a current Child Care License issued by the California Department of Social Services; shall provide CAPK with a copy of the license, and shall notify CAPK in writing of any changes in the status of the license, including Type A and Type B violations within 24 hours of the violation.**
- **Ensure and provide documentation by September 30th of each year that all staff working with children receive annual Child Abuse Training.**
- **By July 1 of each year, review operational procedures to ensure that children receive services within the mandated time frames of the Head Start Performance Standards and the Head Start Act 2007.**
- **Document annual performance evaluations for employees.**
- **Participate in Partner's meetings and trainings related to Head Start/Early Head Start.**
- **Document staff individual and group training needs.**
- **Provide a monthly report to CAPK Head Start/State Child Development Programs Assistant Director on issues related to Program Information Report (PIR) with a final report provided no later than June 1 of each year.**
- **Monitor areas in the PIR that are below 100%. Develop a plan of action to meet non-compliant areas on a monthly basis.**
- **Provide a representative to participate in the following:**
 - ✓ **Annual Self-Assessment**
 - ✓ **Monitoring Assessments**
- **Complete follow-up within 30 days of each monitoring event to document closure to individual findings. Provide a corrective action plan for any areas of non-compliance that were found during the annual self-assessment within 30 days.**
- **Conduct ongoing monitoring of program operations by submitting monthly analysis of health, education and family services data along with a plan of action for all areas of non-compliance and participate in Partner Coordination Meetings.**
- **Report any licensing finding, non-compliance with Child and Adult Care Food Program (CACFP), or any other loss of funding that materially weakens the financial stability of the Contractor or its ability to deliver the services required under this Agreement within 24 hours of the finding.**
- **Make reasonable efforts to have one parent representative to serve on the CAPK Head Start Policy Council (PC) monthly meetings. Representative must be elected in accordance with PC By-Laws at a local parent meeting. Parent must have a child currently enrolled in the Head Start Program.**
- **Ensure that employees hired to perform services under the Agreement meet Early Head Start Performance Standards and Community Licensing regulations.**

Program Design and Management – 45 CFR – 11301:

- **Provide necessary trainings to appropriate staff to set up systems and procedures as needed.**
- **Provide feedback on reports and assist with any needed corrective action.**
- **Develop the structure and training for the Annual Self-Assessment.**
- **Develop the system for ongoing monitoring and conduct monitoring of Contractor operations.**
- **Participate in training of staff to provide support and technical assistance and ensure implementation of procedures meet federal regulations.**
- **Provide data regarding service achievements, gaps and possible solutions to meet federal regulations.**
- **Update office equipment and software necessary to track program performance and document the yearly Program Information Report (PIR).**
- **Organize monthly service reviews with content area experts to analyze progress, identify gaps and help develop timely solutions.**
- **Provide monthly Policy Council Minutes via email for distribution to parents of Head Start classrooms.**
- **Use ChildPlus software for the purpose of data collection and reporting entering information by Friday every week and run reports on Monday.**

ATTACHMENT A — SCOPE OF WORK

Contractor will:

CAPK will:

Training:

- Provide staff training on State and Federal regulations and mandates, mutually coordinated with CAPK and other partners.
- Provide staff training related to other areas of the program as requested by CAPK.
- Make available at least one day per year for the line staff to receive training on Head Start mandates.
- In-Kind: Provide documentation for Non-Federal Share to CAPK each month (amount is 25% of Federal funds expended).
- Contractor will be responsible for requesting in writing for staff to attend Head Start specific approved conferences, classes, trainings and workshops.

Training:

- Staff to provide groups as well as on-site training as needed.
- Registration for outside training and conferences: CAPK will be responsible for registration and incidental expenses for Contractor's staff to attend Head Start specific approved conferences, classes, trainings, workshops and will invoice with receipts attached. Request to attend must be approved by CAPK in writing.

ATTACHMENT B —Payment Provisions

1. **Payment Limits** – CAPK total payments to Contractor under this Contract shall not exceed \$1,512,000.00 for children services, training and technical assistance and start up budget amounts are to be determined.
2. **Payment Basis** – Subject to the Payment Limit, payments to the Contractor for all services provided for CAPK under this Contract shall only be for costs that are actually incurred in the performance of the Contractor’s obligations under this Contract as evidenced by the timely provision of services to families and submittal of monitoring reports, invoices, and Program Information Report.
3. **Payment Amounts** – Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract.

\$600 per child per month, maximum of 42 Early Head Start children, for 60 months (September 1, 2019 through August 31, 2024), in addition, a TBD yearly budget is allocated to cover trainings, conferences, classes and workshops for agency staff.

Attachment C

Community Action Partnership of Kern Additional Terms and Conditions

1. **TAXES.** The Contractor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OR SUBCONTRACTING.** The Contractor may not assign or transfer the Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Contractor hereby expressly waives any and all claims for damages or compensation arising under the Agreement except as set forth in this section in the event of such termination.
4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Contractor and CAPK's Chief Executive Officer.
5. **CLAIMS.** All claims for money due or to become due to the Contractor from CAPK under the Agreement may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Contractor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Agreement, including any claims for breach of the Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Contractor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Contractor will be American made.
12. **CONFIDENTIALITY.** The Contractor shall use his or her best efforts to keep confidential any information obtained during the performance of the Agreement.

13. **RESPONSIBILITY.** If Contractor is part of a corporation, the individual or individuals who sign the Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.
14. **PROTEST BY CONTRACTOR:** If the Contractor wishes to file a protest against CAPK for any action, the Contractor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Contractor in connection with any decision affecting a CAPK purchase or Agreement for Goods or Services. Thus, if such a case were to occur, the Contractor may file a protest with CAPK as specified in the section titled "Protest by Contractor."
16. **DEBARMENT AND SUSPENSION CERTIFICATION:** Contractor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications above, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Agreement.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

18. INSURANCE REQUIREMENTS: Contractor shall procure, furnish and maintain for the duration of the Agreement the following types and limits of insurance herein:

- a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- b. Provide coverage for owned, non-owned and hired autos.
- c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- e. Provide Contractual Liability coverage for the terms of the Agreement.
- f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Contractor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Agreement, or insurance rated below Best's A: VII, must be declared prior to execution of the Agreement and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Agreement is satisfactorily completed.

Contractor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.

Signature _____ **Date** _____

Print Name _____ **Title** _____

Company Name _____

Date: August 23, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: August 27, 2019

Title of Board Item:

Resolution - Authorizing Agreement with California Department of Education to Provide State Preschool Program, Contract#CMIG-8005, Amendment 2

Background:

This amendment reduces the number of minimum days of operation requirement from 263 to 251.

Terms (if applicable):

7/1/18 - 6/30/19

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 
Dr. Debra Daniels, Superintendent/President



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19

Amendment 02

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

MDO reduction from 263 to 251.

DATE: July 01, 2018

CONTRACT NUMBER: CMIG-8005

PROGRAM TYPE: MIGRANT CHILD CARE

PROJECT NUMBER: 15-6386-00-8

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CMIG-8005 and Amendment #01 (Budget Act) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$706,772.00. (No Change)

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$47.98. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 14,731.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be amended by deleting reference to 263 and inserting 251 in place thereof.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 706,772	(OPTIONAL USE) 0656 23036-6386				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 706,772	ITEM 30.10.020.004 6100-194-0001	CHAPTER 29	STATUTE 2018	FISCAL YEAR 2018-2019	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6065 Rev-8530				
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			