RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

This resolution must be adopted in order to certify the approval of the Governing Board to enter into contract with the State Department of Education for the purpose of providing child care and development services in Fiscal Year 1980-81.

Resolution

BE IT RESOLVED that the Governing Board of

Santa Barbara Community College District

authorizes entering into contract number 1443 and that the official(s) and/or employee(s) of the above named organization whose name(s), title(s), and signature(s) is/are listed below, shall be and is/are hereby authorized as our representative(s) to sign said agreement on behalf of the Governing Board.

<table>
<thead>
<tr>
<th>NAME(S)</th>
<th>TITLE(S)</th>
<th>SIGNATURE(S)</th>
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</thead>
<tbody>
<tr>
<td>Dr. David Mertes</td>
<td>Superintendent-President</td>
<td></td>
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<tr>
<td>Charles L. Hanson</td>
<td>Business Manager</td>
<td></td>
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<tr>
<td>David L. Pickering</td>
<td>Controller</td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 26 day of June 1980, by the Governing Board of Santa Barbara Community College District of Santa Barbara County, California.

I, ______________________, Clerk of the Governing Board of Santa Barbara Community College District of Santa Barbara County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a Board meeting thereof held at its regular place of meeting at the time and by which resolution is on file in the office of said Board.

(Clerk's signature) David Mertes

26 June 1980  Enc. #2
(Date)        5.2-c
              6-26-80
THIS AGREEMENT, made and entered into this 1st day of July, 1980, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting,

Supt. of Public Instruction, California State Department of Education

Santa Barbara Community College District

ITNESETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State, does hereby agree to furnish to the State services and materials, as follows:

I. STATEMENT OF WORK:
The contractor agrees to provide child development services in accordance with the provisions of and pursuant to those laws and regulations referenced in Exhibit A.

I. PERIOD OF PERFORMANCE:
This agreement is effective July 1, 1980, through and including June 30, 1981.

I. CANCELLATION:
This agreement may be cancelled by either party upon 40 days prior written notice to the other party.

V. AVERAGE DAILY ENROLLMENT:

V. MINIMUM DAYS OF OPERATION:

I. COST AND PAYMENT:
a. The state agrees to pay the contractor an amount not to exceed the sum of $63,801 (87.5%) upon satisfactory completion of all work by the contractor. The contractor must provide a 12.5% match requirement in the amount of $11,972.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

State Department of Education

AUTHORIZED SIGNATURE

William D. Whiteneck
Deputy Superintendent for Administration

CONTRACTOR

(OF OTHER THAN AN INDIVIDUALS, STATE WHETHER A CORPORATION PARTNERSHIP, ETC.)

AUTHORIZED SIGNATURE

TITLE

Charles L. Hanson, Business Manager

ADDRESS

721 Cliff Drive
Santa Barbara, California 93109

Department of General Services

Use ONLY

AMOUNT ENCUMBERED

$ (SEE ABOVE)

UNENCUMBERED BALANCE

$ 000.00

ADJ. INCREASING ENCUMBERANCE

$ 000.00

ADJ. DECREASING ENCUMBERANCE

$ 000.00

APPROPRIATION

Child Development Programs

FUND

General

ITEM

03079

CHAPTER

1980

STATUTES

1980-81

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE
1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, 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, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

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

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
VI. COST AND PAYMENT (cont.)

b. The basis of compensation is subject to any budgetary or legislative enactment subsequent to the execution of the contract.

VII. CONTRACTOR RESPONSIBILITIES

Contractor agrees that all acts performed or services rendered or subcontracts entered into under this agreement shall be pursuant to and in accordance with applicable federal and state laws, regulations, guidelines, and standards.

Contractor agrees:

a. To submit claims for approval of payment in accordance with state instructions and the "Fiscal Report for Child Development Programs" (form CD-9500) Office of Child Development (OCD), State Department of Education. For School-Age Parenting programs, the claims for approval shall be submitted in accordance with form CD-6507, "School-Age Parenting and Infant Development Program Report of Attendance, Income, and Expenditures."

b. To include a planned program of age-appropriate activities in accordance with the statutory regulations and/or provisions of the program for all children receiving care.

c. To determine the eligibility of families for child development services, and to assess and collect fees only in accordance with the fee schedule designed by the State Department of Education for the current program year. (Not applicable to School-Age Parenting programs or Resource and Referral programs.)

d. To use forms prescribed or approved by the State Department of Education.

e. To inform individuals of the right to fair hearings.

f. To maintain and make available reports and records to persons authorized by the state.

(g. To follow all operating instructions from the state including exhibits which are attached and incorporated herein by this reference.

h. To assist the state in meeting its responsibilities by reviewing, replying to, and/or complying with any audit exceptions taken or findings made by any state agency (including the Department) or federal audit agency relating to the provisions of this agreement. The contractor agrees to pay the full amount of any liability resulting from audit exceptions determined by the state to be the contractor's responsibility.

i. To maintain control of funds and property derived therefrom, and to use funds only for the purposes for which they were granted and approved.

j. To maintain records for program review, evaluation, and/or other purposes.

k. To comply with the provisions of the United States Department of Labor Regulations governing the minimum wage law for child care wage earners, as set forth in 29 Code of Federal Regulations, §§516 and 552, and California Administrative Code 11380, Title 8 (Order 5-80).
VII. CONTRACTOR RESPONSIBILITIES (cont.)

1. To submit an annual financial audit acceptable to the state prepared by an independent, public or certified public accountant on or before September 30 (or earlier if specified by the state) for the prior fiscal year. County superintendents and school district programs shall submit audit reports in accordance with State Department of Finance instructions according to Education Code Section 41020. All other programs shall submit audits completed in accordance with instructions provided by the state.

m. To provide child care and development services to all eligible children regardless of sex, race, religion, ethnic background, or physical handicap. No program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any sectarian school system.

n. To refrain from over-enrolling children or over-spending to a point where it jeopardizes the contractor's ability to perform the contract work.

o. For any transaction to which the contractor is a party and the other party is: (a) an officer or employee of the contractor or of an organization having financial interest in the contractor; or (b) a partner or controlling stockholder of an organization having financial interest in the contractor; or (c) a family member of a person having financial interest in the contractor; then the following requirements must be met:

(1) The transaction is fair and reasonable to the contractor.

(2) Prior to consummating the transaction, the governing body authorized or approved the transaction in good faith by a vote of a majority of the directors then in office without counting the vote of any interested director or directors, and with knowledge of the material facts concerning the transaction and the financial interest in the transaction.

(3) Prior to authorizing or approving the transaction, the governing body considered and in good faith determined that the contractor could not have obtained a more advantageous arrangement after reasonable investigation under the circumstances.

(4) Notwithstanding the above provisions, rental costs for land, buildings, equipment, and other personal property owned by affiliated organizations, officers, or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

p. The contractor agrees that the state may recoup any payments for goods and services (including rental of facilities), which were made in this or any prior year when the contractor was providing child development service for the State of California, which were not reasonable and necessary, or which exceeded the fair market value of such goods and services. The recoupment shall be limited to excess payments over and above reasonable or fair market amounts, and any costs of recoupment.

q. Child care services may be subcontracted upon prior written approval of the state. Contractor is responsible for the performance under any subcontract. State reimbursement will not be made for any subcontracted work performed prior to such approval.
VIII. FAIR EMPLOYMENT PRACTICE

a. The Fair Employment Practice Addendum, marked Exhibit B, is attached hereto and by this reference incorporated herein.

b. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare (HEW) effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

IX. STATE RESPONSIBILITIES

a. The state hereby agrees:

(1) To pay from state and/or federal funds all reasonable and necessary costs of providing services, including rental and other operational expenses. The agreement does not provide for reimbursement of nonapproved capital outlay expenditures, out-of-state travel, or legal fees. Approval from the Department of Education for these items must be given in advance, and in writing.

(2) Contractor shall be paid in accordance with the Funding Terms and Conditions for Child Care and Development programs, CD-9113.

(3) To develop, formulate, establish, and distribute operating guidelines, program standards, procedures, and instructions for the conduct of Child Care and Development Services.

(4) To provide professional consultation and assistance to contractors.

(5) To institute licensure revocation proceedings in coordination with the Department of Social Services for failure to maintain licensing standards in accordance with all federal and state laws, regulations, and standards.

b. The state may amend the contract when it becomes evident that the contractor will not earn the amount of the contract.

c. The state may offset and recover any audit exceptions or over payments made in this or prior years by withholding funds payable under this agreement or any subsequent agreement between contractor and state.

X. TERMINATION OF FUNDING

If, in the sole discretion of the state, conditions arise which warrant the termination of funding, the state may terminate funding as provided hereunder.

Conditions which may warrant termination of funding include, but are not limited to: contractor's violation of the terms of this agreement; contractor's inadequate performance; or noncompliance with Fiscal or Facility Compliance Standards.
X. TERMINATION OF FUNDING (cont.)

Contractor shall be notified by certified mail, return receipt requested, of termination of a contract and the reason for the action shall be specified. The termination shall become effective 40 calendar days after the date of the notice of termination.

A contractor may appeal only if it files a request to appeal the action within 10 calendar days after receipt of the notice of action. The appeal shall be in writing, submitted in duplicate and shall be addressed to the Superintendent of Public Instruction, 721 Capitol Mall, Room 524, Sacramento, CA 95814. The appeal shall set forth clearly and concisely the decision being appealed, the reasons the contractor finds such decision unwarranted, and include any written documentation relevant to the appeal.

An administrative review of the appeal shall be held by the Superintendent of Public Instruction, or his designee, within 30 days after receipt of the request for an appeal. The contractor and authorized representative shall be given 10 days advance notice of the time and place of the hearing. The Office of Child Development shall provide a written decision on the appeal, and it shall be forwarded to the contractor no later than 5 days following completion of the hearing, but in no event later than the 40th day after the notice of termination.

The decision shall be the final decision of the Superintendent of Public Instruction.

XI. If the contract is cancelled under paragraph 3, the contractor shall be paid according to the Funding Terms and Conditions, for actual services rendered through the date of cancellation, and no additional compensation will be paid as a result of exercising the right of cancellation.

XII. This agreement is of no force or effect unless or until approved by the State of California, Department of Education and State of California, Department of General Services.

XIII. Any expenditures under this agreement are contingent upon availability and appropriation of funds.

XIV. COMMUNICATIONS

For any communication regarding this agreement, contact:

a. Office of Child Development
   State Department of Education
   1500 - 5th Street
   Sacramento, CA 95814
   (916) 322-6241

b. Agency: Santa Barbara City College Children's Center
   Contact Person: Zoe Iverson, Director
   Address: 721 Cliff Drive - Santa Barbara, California 93109
   Phone: 805-965-6883
MIGRANT CHILD CARE DEVELOPMENT PROGRAMS

Title 45, Code of Federal Regulations

California Education Code, Sections 8200 et seq.

California Administrative Code, Title 5

California Administrative Code, Title 22, Sections 31191 through 31323 and Sections 86001 through 86039

Funding Terms and Conditions for Child Development Programs

Office of Child Development Guidelines

Audit Guide for Auditors of Child Development Programs Administered by Private, Private-Nonprofit, and Public Agencies

CAMPUS CHILD DEVELOPMENT PROGRAMS

Office of Child Development Guidelines

California Administrative Code, Title 5, Regulations, Sections 18000 through 18024

California Administrative Code, Title 22, Division 2 and California Health and Safety Code, Division 2, Chapter 3

California Education Code Sections 8200 et seq.

Funding Terms and Conditions for Child Development Programs

Audit Guide for Auditors of Child Development Programs Administered by Private, Private-Nonprofit, and Public Agencies

SCHOOL-AGE PARENTING AND INFANT DEVELOPMENT PROGRAMS

California Administrative Code, Title 5, Sections 18140 through 18174

California Education Code Section 8390

School-Age Parenting and Infant Development Regulations Compliance Review

School-Age Parenting and Infant Development Program Fiscal Compliance--Fiscal and Attendance Review

Office of Child Development Guidelines

California Administrative Code, Title 22, Sections 31191 through 31323 and Sections 86001 through 86039

Audit Guide for Auditors of Child Development Programs Administered by Private, Private-Nonprofit, and Public Agencies
EXHIBIT A
RULES AND REGULATIONS

Contractor is subject to the following rules and regulations as they existed on the date of contract execution, or as amended during the period of performance.

GENERAL CHILD CARE DEVELOPMENT PROGRAMS

State funded

California Education Code Sections 8200 et seq.

Office of Child Development Guidelines

Office of Child Development's Family Child Care Agency Assessment

Funding Terms and Conditions for Child Development Programs

California Administrative Code, Title 5, Sections 18201 et seq.

California Administrative Code, Title 22, Sections 31191 through 31323 and Sections 86001 through 86039

Audit Guide for Auditors of Child Development Programs Administered by Private, Private-Nonprofit, and Public Agencies

Federal funded

Title XX of the Social Security Act

Title 45, Code of Federal Regulations

California Education Code Sections 8200 et seq.

Office of Child Development Guidelines

Office of Child Development's Family Child Care Agency Assessment

Funding Terms and Conditions for Child Development Programs

California Administrative Code, Title 22, Sections 31191 through 31323 and Sections 86001 through 86039

California Administrative Code, Title 5

Federal child care requirements

Audit Guide for Auditors of Child Development Programs Administered by Private, Private-Nonprofit, and Public Agencies
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:
   
   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.
ALTERNATIVE CHILD CARE PROGRAMS

Center Based and Family Child Care

California Education Code Sections 8400 through 8460

Office of Child Development Guidelines

Office of Child Development's Family Child Care Agency Assessment

Funding Terms and Conditions for Child Development Programs

California Administrative Code, Title 22, Sections 31191 through 31323 and Sections 86001 through 86039

Audit Guide for Auditors of Child Development Programs Administered by Private, Private-Nonprofit, and Public Agencies

Vendor Payment Programs

California Education Code Sections 8400 through 8460

Office of Child Development Guidelines

Funding Terms and Conditions for Child Development Programs

Audit Guide for Auditors of Child Development Programs Administered by Private, Private-Nonprofit, and Public Agencies

Resource and Referral Programs

Office of Child Development Guidelines

Funding Terms and Conditions for Child Development Programs

Alternative Child Care: California Education Code Sections 8400 through 8460

General Child Care (4-C's): California Education Code Sections 8200 et seq.

Audit Guide for Auditors of Child Development Programs Administered by Private, Private-Nonprofit, and Public Agencies