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NICOLE H. GLENTZER
Superintendent of Schools

SERVICE

EXCELLENCE

INNOVATION

TEAMWORK

Subcontracting Agreement: Mendocino County Office of Education - State Preschool Consortium

All services to be rendered between July 1, 2024 - June 30, 2025

Shanel Valley Academy Charter School (SVA) _____ agrees to enter into this Subcontracting Agreement with the **Mendocino County Office of Education** for participation in the **Mendocino County State Preschool Consortium**.

The purpose of this agreement is to outline the roles of SVA and the Mendocino County Office of Education (MCOE). The services to be rendered and the terms and conditions of the Subcontracting Agreement are as follows:

The Mendocino County Office of Education shall:

- Provide a CSPP Program Lead, program secretarial support, and a data technician
- Serve as Coordinator for Consortium districts
- Act as Lead Educational Agency (LEA), draft and submit mandated state reports
- Act as Community Care Licensing (CCL) Liaison and complete CCL applications, write and/or approve reports, as appropriate
- Provide training, support, and technical assistance
- Plan, coordinate, and conduct in-service activities for administrators, Site Supervisors and Lead Teachers
- Provide information on relevant professional development opportunities for all CSPP staff
- Provide guidance for continuous program improvement to ensure objectives are met
- Participate on interview committees for Site Supervisor and Lead Teacher positions
- Provide input on Site Supervisor and Lead Teacher evaluations
- Provide joint fiscal monitoring
- Charge no more than 3% indirect costs to the State Preschool contract
- Maintain equipment inventory lists on all purchases made with allocation dollars that are over \$500 per item OR that are designated equipment with a life beyond one year (see Attachment B); these items belong to the State Preschool Consortium, as per California State Preschool Program contract regulations
- Provide funds for the operations of the program as follows: SVA will be reimbursed at the rate of **\$33.19** per child, per days of certified enrollment up to full entitlement, not to exceed actual expenditures, subject to the final 2024/25 CSPP contract allocation. In addition, a payment of \$141 per child enrolled, per month will be paid on a quarterly basis.
- Provide technical assistance on participation in Quality Counts Mendocino, to district preschool staff and administrators.
- Complete all enrollments for state preschool students and provide all required data reporting to state agencies.

The Subcontractor (SVA _____) shall:

- Operate the California State Preschool Program according to California Department of Education, Early Education Division (CDE/EED) guidelines for a minimum of 5 days per week, 175 days per school year, 3 hours per day
- Provide and maintain the preschool facility and make any required repairs
- Coordinate and provide support services/categorical services for students as needed (i.e.: food services, special education services, secretarial support, nursing services)
- Comply with CDE/EED 24/25 Contract Terms and Conditions as found at <https://www.cde.ca.gov/fg/aa/cd/ctc2024.asp>
- Meet California Code of Regulations, Title 22 Division 12, Chapter 1 health and safety standards as found at Child Care Regulations cdss.ca.gov
- Provide staffing for sites per CDE/EED requirements - Attachment A
- Provide staff supervision at sites, who will communicate with the MCOE CSPP Lead regarding any accolades or concerns with Site Supervisor or Lead Teacher personnel
- Require Site Supervisors and Lead Teachers to attend scheduled monthly meetings which will include professional development activities and updates to regulations
- Provide paid time for Preschool staff to participate in Quality Counts Mendocino or Embedded Instruction continuous improvement grant programs. The subcontractor agrees to provide 15 supplemental hours per staff member participating in Quality Counts Mendocino, if additional hours are required to complete the Quality Improvement goals set by their QCC coach and staff.
- Include the CSPP Lead in interviews and/or decisions for Site Supervisor and Lead Teacher positions, including hiring and employment separation
- Accept input from the CSPP Lead regarding evaluation and review of staff performance into district personnel files or for disciplinary measures
- Perform an annual performance evaluation on Site Supervisor and Teacher positions with input from MCOE CSPP Lead
- Comply with CDE Desired Results Program requirements: www.desiredresults.us
- Draft and submit mandated reports to MCOE by due dates
- Comply with fiscal monitoring guidelines for CSPP as outlined by CDE
- Provide joint fiscal accountability
- Charge no more than 5% indirect costs to the California State Preschool Program contract
- Submit a detailed, cost allocation 2024-25 budget to the MCOE CSPP Lead or MCOE Business Manager upon request

Further, the Subcontractor (SVA _____) understands:

- The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the state.
- The subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers, employees or agents of the State of California.

- Any modifications of the subcontract shall be in writing, and for subcontracts in excess of ten thousand dollars (\$10,000), prior written CDE approval is required unless the subcontract is otherwise exempt from prior CDE approval.
- The subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
- MCOE reserves the right to terminate a subcontract if Title 5 and/or Title 22 requirements outlined under the subcontractor duties are not met. If a contract is terminated MCOE shall contact the CDE/Early Education Division (EED) of its intent to terminate the contract at least 90 calendar days prior to the date the contractor intends to terminate the contract.
- In the case of a breach of contract, for subcontracts in excess of ten thousand dollars, MCOE will work with the subcontractor on an action plan with specific timelines to come into compliance with the subcontract, giving a maximum of 45 days to rectify the deficiency. If action steps are not taken by the subcontractor according to the timelines agreed upon, the contract will be terminated.
- If MCOE notifies CDE/EED of a termination of a contract, within 15 days MCOE will provide CDE/EED with the following information: current inventory of all equipment purchased with CSPP dollars and the names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract. CDE/EED will then transfer the program to another agency as soon as practicable. Further the contractor and subcontractor are obligated to work cooperatively with the EED for the transition of families.
- The State of California retains title to any equipment or supplies purchased with state funds and the equipment shall be returned to the contractor upon termination of the subcontract. The subcontract shall also specify that the subcontractor shall obtain prior written approval from the contractor and the CDE for any unit of equipment that costs in excess of five thousand dollars (\$5,000).
- The subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDE's non-represented employees computed in accordance with California Department of Human Resources regulations, CCR, Title 2, Division 1, Chapter 3, Subchapter 1.
- The subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.
- The subcontractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the state for a period of five (5) years.
- The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in the 2 CCR 11105.

- The subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract.
- The subcontractor, its agents, and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor.
- Subcontracts for ten thousand dollars (\$10,000) or more cannot become effective and binding on either the prime contractor or the subcontractor until approved in writing by the CDE, and any work performed by the subcontractor prior to the date of such approval shall not be used as a claim against the state.
- Modifications to any contracts for \$10,000 or more shall also not be effective until approved in writing by the CDE and any work in performance of such modification prior to the date of approval of the modification shall not be used as a claim against the state.

Signatures:

<p><u>Amy Frost</u></p> <p>Amy Frost, Board President</p> <p>Authorized Signatory/Title</p> <p>Shanel Valley Academy Charter Sch.</p> <p>School Name</p>	<p><u>08/06/2024</u></p> <p>Date</p>
<p><u>Suzanne Steely</u></p> <p>Suzanne Steely, Internal Business Services</p> <p>Mendocino County Office of Education</p>	<p><u>08/05/2024</u></p> <p>Date</p>
<p><u>Nicole H. Glentzer</u></p> <p>Nicole Glentzer, Superintendent</p> <p>Mendocino County Office of Education</p>	<p><u>08/05/2024</u></p> <p>Date</p>