

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
20-498 A-3

SAP Number
4400014215

Preschool Services Department

| | |
|---|---|
| Department Contract Representative | <u>Lydia Gitonga</u> |
| Telephone Number | <u>(909) 386-8314</u> |
| | |
| Contractor | <u>Ontario-Montclair School District</u> |
| Contractor Representative | <u>Gianna Roca</u> |
| Telephone Number | <u>(909) 418-6898</u> |
| Contract Term | <u>July 1, 2020 through June 30, 2023</u> |
| Original Contract Amount | <u>\$657,975</u> |
| Amendment Amount | <u>\$ 4,545</u> |
| Total Contract Amount | <u>\$662,520</u> |
| Cost Center | <u>5911442220</u> |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3:

It is hereby agreed to amend Contract No. 20-498, effective July 1, 2022, as follows:

SECTION II. CONTRACTOR PROGRAM RESPONSIBILITIES

Paragraph A and E are amended to read as follows:

- A. Contractor shall comply with Head Start Program Performance Standards [45 CFR §1301, et seq.]. The program shall be conducted in compliance with Head Start Program funding sources' guidelines and requirements, Community Care Licensing Regulation (CCR Title 22), approved Program Budget (Attachment A), all County requirements and directives, and any special conditions that may from time to time be requested, in a satisfactory manner as designated below:
 - 1. Contractor shall notify PSD within 1 hour of any safety issues (e.g., lack of running water, lack of electricity, etc.) that may result in a temporary closure of either site. If the Contractor must permanently close a classroom, contractor shall notify PSD of closure within twenty-four (24) hours of permanent closure.

- E. Contractor shall submit to the County such reports as may be required by ACF Head Start Performance Standards, USDA Regulations and Policy, or by the County, according to, but not limited to, the following schedule:

- 3. Federal year-end estimation of final expenditures – Due annually to PSD by May 31st or upon PSD's request.
- 5. Monthly Financial Reports including invoices – Due to PSD by the 15th day of the month following the reporting period. June invoice must be submitted no later than July 15th.
- 6. Non-Federal Share (local contributions) is twenty-five percent (25%) of the annual total revenue received by the Contractor. Failure to meet the required Non-Federal Share amount per month may result in withholding of payments based upon the amount by which the Contractor is below the required aggregate rate. This amount will be calculated by dividing the amount not collected by twenty-five percent (25%). Non-Federal Share Packets should be turned in monthly with corresponding invoice no later than 15th day of the month following the collection month. If a Non-Federal Share waiver is needed it must be submitted to PSD forty-five (45) days prior to June 30th.
- 8. Property Inventory – Due to PSD annually by April 15th for all purchases made through March 31st with a certification of physical inventory verified.

SECTION VII. FISCAL PROVISIONS

Paragraph A, N and O is amended to read as follows:

- A. The maximum amount of reimbursement under this Contract shall not exceed \$662,520, of which \$662,520 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. These funds are divided as follows:

| | |
|-----------|------------------------------------|
| \$218,727 | July 1, 2020 through June 30, 2021 |
| \$239,886 | July 1, 2021 through June 30, 2022 |
| \$203,907 | July 1, 2022 through June 30, 2023 |

Amendment No.3 \$4,545 contract increase is for cost of living increase

- N. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budget category by more than ten percent (10%) or \$5,000, whichever is less; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Section VII, Paragraph A. The written request must specify the changes requested, by line item and amount, and must include written justification to meet Federal regulations that anticipated expenses are allowable, necessary and reasonable. Contractor may submit a maximum of three (3) budget revision requests per fiscal year. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The deadline to submit final budget revision requests for the fiscal year is April 30th. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount stated in Paragraph A of this Section. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount. Should the Contractor's request require Federal government approval, County will notify the Contractor of the funding source's approval or disapproval. Contractor may not take any action on the request without prior written approval from the County. Any action taken by the Contractor prior to receipt of County approval may be grounds for disallowance.
- O. Contractor shall maintain record control over all non-expendable property purchased, including all office machinery and office furniture, regardless of value. Record control means: (1) written records furnishing item description, serial and/or model number, source of the property, who holds title to the property, acquisition cost, the location, use and condition of the property, and document number and date; (2) all

pieces of property shall be tagged for purpose of identification; (3) an inventory of property shall be submitted to the County annually no later than April 15th of each year and shall include the date inventory was taken along with the name and signature of the employee performing inventory; (4) no disposal, loss or destruction of property shall be undertaken without prior approval from PSD. Once approved, all loss or destruction of property shall be documented and include the date of disposal or the sales price of the property. Copies of such documentation shall be furnished to the County within thirty (30) days following any occurrence referred to in (4). Non-expendable property is any article having a service life in excess of one (1) year and which cannot be correctly described as either materials or supplies. Title to this property, whether purchased or donated as non-federal share contribution, shall be determined in accordance with ACF guidelines. Any purchase in excess of five thousand dollars (\$5,000) not approved in the original budget must approved in writing by the County. County will secure any advance prior approvals of equipment \$5,000 or more with Federal funds. These amounts are per item, including taxes, shipping, and installation.

ATTACHMENT A – PROGRAM BUDGET

Attachment A – Ontario-Montclair School District FY 2021-22 Budget, is replaced with the attached updated Attachment A – Ontario-Montclair School District FY 2022-23 Budget

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party

providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request

All other terms and conditions of Contract No. 20-498 remain in full force and effect.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JAN 24 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

By *Lynna Monell*
Lynna Monell, Clerk of the Board of Supervisors San Bernardino County
Deputy



ONTARIO-MONTCLAIR SCHOOL DISTRICT
(Print or type name of corporation, company, contractor, etc.)

By ► *Phil Hillman*
(Authorized signature - sign in blue ink)

Name Phil Hillman
(Print or type name of person signing contract)

Title Chief Business Official
(Print or Type)

Dated: DEC 16 2022

Address 950 West D Street
Ontario, CA 92762

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
► *Adam Ebright*
Adam Ebright, Deputy County Counsel
Date January 9, 2023

Reviewed for Contract Compliance
DocuSigned by:
► *Patty Steven*
Patty Steven, Contracts Manager
Date January 9, 2023

Reviewed/Approved by Department
DocuSigned by:
► *Jacquelyn Greene*
Jacquelyn Greene, Director,
Preschool Services Department
Date January 9, 2023

ATTACHMENT A.1 – PROGRAM BUDGET

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
FY 2022-23 BUDGET**

(Funded Slots: 32 Head Start Slots)

| GABI Description | Head Start 2022-23 Budget | 2.28% COLA Increase 2022-23 | Final Budget FY 2022-23 |
|---|--|--|--|
| A. Personnel | | | |
| A01 Program Managers & Content Area Experts | 7,394 | | 7,394 |
| A02 Teachers/Infant Toddler Teachers | 98,520 | 2,300 | 100,820 |
| A05 Teacher Aides & Other Education Personnel | 24,124 | | 24,124 |
| A08 Nutrition Services Personnel | | | - |
| A16 Clerical personnel | 3,480 | | 3,480 |
| A17 Fiscal Personnel | | | - |
| A19 Maintenance Personnel | | | - |
| Total Personnel | 133,518 | 2,300 | 135,818 |
| B. Fringe Benefits | | | |
| B01 Social Security(FICA), State Disability, Unemployme | 6,601 | | 6,601 |
| B02 Health/Dental/Life insurance | 19,422 | 1,989 | 21,411 |
| B03 Retirement | 24,668 | | 24,668 |
| B04 Other Fringe | 2,922 | | 2,922 |
| Total Fringe Benefits | 53,613 | 1,989 | 55,602 |
| C. Travel | | | |
| C01 Staff Out-Of-Town Travel | - | | - |
| Total Travel | - | - | - |
| E. Supplies | | | |
| E01 Office Supplies | - | | - |
| E02 Child and Family Service Supplies | 800 | | 800 |
| E03 Food Services Supplies | 200 | | 200 |
| E04 Other Supplies | | | - |
| Total Supplies | 1,000 | - | 1,000 |
| F. Contractual | | | |
| F01 Administrative Service(e.g.,Legal, Accounting) | | | - |
| F08 Other Contracts | | | - |
| Total Contractual | - | - | - |
| H. Other | | | |
| H13 Parent Services | | | - |
| H14 Accounting & Legal Services | | | - |
| H15 Publication/Advertising/Printing | | | - |
| H16 Training or Staff Development | | | - |
| H17 Other-Indirect Costs | 11,231 | 256 | 11,487 |
| Total Other | 11,231 | 256 | 11,487 |
| Total Budget | 199,362 | 4,545 | 203,907 |
| Food Program | - | - | - |
| Grand Total Budget | 199,362 | 4,545.00 | 203,907 |
| In-Kind Match Required | 49,841 | - | 49,841 |

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*Note - the NFS for this COLA was waived.