



CONTRACT FOR SERVICES

Contract Number: ECE2010-11-001
CONTRACT TERM: JULY 1, 2010-JUNE 30, 2011
CONTRACT AMOUNT: \$321,723.00
CONTRACTOR: CHABOT COLLEGE
CONTACT PERSON: SUSAN SPERLING
CONTACT TITLE: DEAN OF SOCIAL SCIENCES
TELEPHONE: (510) 723-6669
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CONTRACTOR ADDRESS: 2555 HESPERIAN BLVD., HAYWARD, CA 94545

THIS CONTRACT, is hereby made and entered into on this 1st day of July, 2010 by and between First 5 Alameda County ("First 5"), an independent public agency of the State of California, and Chabot College ("Contractor").

IT IS HEREBY MUTUALLY AGREED that both parties will adhere to the provisions of this Agreement including Exhibit A (Program Description and Performance Requirements), Exhibit B (Terms and Conditions of Payment), Exhibit C (Insurance Requirements), and Exhibit D (HIPAA).

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first mentioned above.

Pamela Simms-Mackey, M.D.
Chair, First 5 Alameda County

Authorized Signature
Contractor

Date

Date

Tax Identification #94-1670563

Agreement

Recitals:

WHEREAS, First 5, formerly known as the Alameda County Children and Families Commission, is authorized by the California Children and Families First Act of 1998 (“Act”) to expend moneys allocated to it for the purposes authorized by the Act and by the First 5 Strategic Plan for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 is desirous of securing the provision of certain services and deliverables in furtherance of its Strategic Plan; and

WHEREAS, Contractor is willing and able to perform duties and render services and deliverables which are determined by First 5 to be necessary or appropriate for the support and improvement of early childhood development within Alameda County; and

WHEREAS, First 5 desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as set forth below:

I. TERM OF AGREEMENT

The Term of this Agreement begins on the 1st day of July, and shall continue year to year, as specified more particularly in Exhibit B, provided funding is allocated by First 5, until terminated in accordance with this Agreement. This Agreement shall supersede any previous agreement between Contractor and First 5 for the same services and the same time period.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by First 5 from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by First 5 to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

II. PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS -- EXHIBIT A

This Agreement shall be accompanied by Exhibit A, which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for First 5 by Contractor. Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner. Contractor shall obtain First 5's approval of all reports, requests, and other services and responsibilities, as required under this Agreement.

III. TERMS AND CONDITIONS OF PAYMENT-- EXHIBIT B

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of \$321,723.00 and First 5 shall, under no circumstances, be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by First 5.

Unless it is otherwise provided in Exhibit B to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement

will not be subject to reimbursement by First 5. Any "obligations incurred" included in claims for reimbursements and paid by First 5 which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by First 5.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by First 5, or any successor, with respect to the receipt and disbursement of the funds referred to in Exhibit B, as well as such requirements as may be imposed by First 5.

IV. INSURANCE -- EXHIBIT C

Contractor shall maintain in force, at all times during the term of this Agreement, the insurance specified in Exhibit C attached hereto and made a part of this Agreement by this reference, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from First 5 any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

V. HIPAA -- EXHIBIT D

Contractor shall comply with the requirements of Exhibit D, if applicable.

VI. ADDITIONAL FISCAL PROVISIONS

Contractor shall not claim reimbursement from First 5 for (or apply sums received from First 5 with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of services provided to other public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

If Contractor is a non-profit corporation, unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

VII. RECORDS

A. Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

B. Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by First 5.

C. Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, if applicable, Board of Directors roster,

minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by First 5 or the State or federal government or the applicable funding source.

Contractor will cooperate with First 5 in the preparation of, and will furnish any and all information required for, reports to be prepared by First 5 and/or Contractor as may be required by the rules, regulations, or requirements of the County of Alameda, First 5 or of any other governmental entity. First 5 shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any First 5-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

First 5 reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

VIII. AUDITS

Contractor's records, as defined in Section VII of this Agreement, shall be accessible to First 5 for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. First 5 shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. First 5 shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars or audits otherwise authorized by Federal or State law.

IX. LIMITATION ON LIABILITY; INDEMNIFICATION

The liabilities or obligations of First 5 with respect to its performance, non-performance or obligations pursuant to this Agreement shall be the liabilities or obligations of First 5 and its Trust Fund, and shall not become the liabilities or obligations of the County. Contractor shall not look to the County for satisfaction of obligations or liabilities.

Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless First 5, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and the County of Alameda, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services or in the course of performing services rendered pursuant to this Agreement.

X. SUBCONTRACTING

None of the work to be performed by Contractor shall be subcontracted without the prior written consent of First 5. Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. First 5-approved contracts between Contractor and any subcontractor shall contain language providing that Contractor shall be as fully responsible to First 5 for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

XI. ASSIGNMENT

Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of First 5. However, Contractor may assign its rights to receive compensation from First 5 for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from First 5 shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

XII. INDEPENDENT CONTRACTOR STATUS

Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of First 5 for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of First 5 employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

XIII. CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of any information which may be obtained as a result of work performed pursuant to this Agreement. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to First 5's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to First 5 all written or descriptive matter which contain any such confidential information.

First 5 shall respect, to the extent permitted by law, the confidentiality of information furnished by Contractor to First 5 as specified in Exhibit A.

XIV. TERMINATION PROVISIONS

Termination for Cause – If First 5 determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if First 5 determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, First 5 shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by First 5, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to First 5 forthwith whatever sums are so disclosed to be due to First 5 (or shall, at First 5's election, permit First 5 to deduct such sums from whatever amounts remain undisbursed by First 5 to Contractor pursuant to this Agreement or from whatever remains due Contractor by First 5 from any other contract between Contractor and First 5).

In the event that the Legislature or the voters of California reduce the funds available to First 5, First 5 may determine, in its sole discretion, that it is necessary to reduce or eliminate the funding to Contractor under this Agreement due to the unavailability of funds or First 5's assessment of its funding priorities. If First 5 elects to reduce or eliminate funding pursuant to this provision, it will provide 30 days advance written notice to Contractor.

Termination Without Cause – Either party may terminate this Agreement upon 30 days advance written notice to the other party. In the event of termination, Contractor shall return any unspent funds and shall not be entitled to any further funds under this Agreement.

Termination By Mutual Agreement – First 5 and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

XV. COMPLIANCE WITH LAWS

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save First 5 and County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

XVI. ACCIDENT REPORTING

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify First 5 by telephone. Contractor shall promptly submit a written report, in such form as may be required by First 5, of all accidents which occur in connection with this Agreement. This report must include the following information: 1. name and address of the injured or deceased person(s); 2. name and address of

Contractor's subcontractor, if any; 3. name and address of Contractor's liability insurance carrier; 4. a detailed description of the circumstances surrounding the accident, whether any of First 5's equipment, tools or materials were involved and the extent of the damage to First 5 and/or other property; 5. Whether any clients or recipients of services or other persons were witnesses to the accident; and 6. determination of what effect, if any, the accident will have upon Contractor's ability to perform services.

XVII. NON-DISCRIMINATION

Contractor assures that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

XVIII. GOVERNING BOARD LIMITATIONS; CONFLICT OF INTEREST

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

Contractor shall not make governmental decisions, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, and Contractor's work shall be subject to intervening substantive review by staff of First Five.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from First 5 based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

XIX. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify First 5. Violation of this provision shall constitute a material breach of this Agreement.

XX. MODIFICATIONS TO AGREEMENT

First 5 shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A and/or B to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder. Only one budget revision is allowed per year and may be granted or denied per the assessment of First 5 staff. For all budget line item adjustments over 10%, a written justification for each line item should be submitted for approval. Budget line item

adjustments under 10% are not subject to a formal revision and may be shifted at the Contractor's discretion once per year.

This Agreement can be amended only by written agreement of the parties hereto.

XXI. OWNERSHIP OF WORK PRODUCT / INTELLECTUAL PROPERTY

Any work product developed by Contractor in performance of this Agreement shall be considered the work product of First 5 and upon termination of the Agreement, Contractor shall provide those materials to First 5 to the extent requested. In addition, it is the express intention of the parties that First 5 shall at all times be and shall remain the sole and exclusive owner of all rights of any kind whatsoever in and to the results and proceeds of First 5's and/or Contractor's services hereunder (the "Results").

Contractor warrants that, to the best of its knowledge and control, the Results are and will be original with Contractor in all respects (except to the extent based on material supplied by First 5), have not been and will not be exploited in any manner and/or medium, and do not or will not infringe upon the copyright, patent or any other right of any person or entity and properly attribute the use of any other sources from any person or entity. Contractor agrees to execute any and all other documents consistent herewith, which may be required to effectuate the purpose and intent of this Agreement, and agrees that First 5 shall have the sole and exclusive right to register in its own name the copyrights and any other rights in and to the Results. In addition, or alternatively, Contractor hereby irrevocably appoints First 5 as Contractor's attorney-in-fact to take such actions and make, sign, execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to First 5, its successors and assigns, all rights granted in this section. This provision is of the essence of this Agreement and shall survive termination of this Agreement.

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

1. Background and Program Description

The California Children and Families First Act of 1998 (Proposition 10) created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. The intent of this act is to enable counties to create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development.

First 5 Alameda County has approved a Strategic Plan for a comprehensive system of early intervention services for children 0 to 5 years of age and families in Alameda County. The Strategic Plan is called Every Child Counts (ECC). A key component of the First 5 Strategic Plan is to “Support professionals to provide high quality services to children 0-5 and their families” (2009-13 Strategic Plan, page 7). The services of the Contractor have been retained to address barriers faced by the early care and education workforce:

Outcome 3A: “Increased knowledge, skills, and capacity of providers who serve children 0-5 and their families” (2009-2013 Strategic Plan, page 7).

Outcome 3B: “Increased ability to recruit and retain early care and education providers” (2009-2013 Strategic Plan, page 7).

Systems Enhancement

To strengthen community college efforts to recruit and educate ECE and other human service practitioners, the Commission has designed a two strategy approach towards this intent: the Provider Capacity Building System and an Integrated Child Care Quality Support System (2009-2013 Strategic Plan, page 5). Through these systems, a Systems Professional Development Coordinator (Systems PDC) will continue to be employed full-time by Chabot College to work with its faculty and student support programs, as well as to collaborate with the broader ECE and family support communities, to identify and increase resources, design a plan to institutionalize service delivery systems in Alameda County, and work towards implementation of the plan.

Child Development Corps AA Degree Program

To address barriers currently facing early childhood students, and to meet the increasing need for an educated workforce, First 5 created the Child Development Corps AA Degree Program. This program is designed to support students interested in earning their Associates of Arts degree in Early Care and Education, as well as those working towards College ECE certificates. This program offers a variety of support to students including monetary stipends, college bookstore gift certificates, and one-on-one assistance. To support this effort Chabot College will continue to employ a full-time AA Degree Professional Development Coordinator (AA PDC) to support students and program staff. In addition, Chabot College will use First 5 funding to address current barriers ECE students face in accessing the college’s support systems including: Math, English and ESL assessments, the counseling department and general education class offerings.

Spanish Cohort Program and English Language Learners Programs (ELL)

To address the unique needs of English Language Learners who are working or are interested in working in the early care and education field, First 5 developed the Spanish Cohort Program with Chabot College. This program requires consistent and on-going support from an English Language Learner Professional Development Coordinator (ELL PDC). The program has been adapted to allocate services to meet the needs of the Las Positas College (LPC) English Language Learners (ELL) by developing, establishing and supporting an ELL program on the LPC campus. To support this effort Chabot College will hire a full-time ELL Professional Development Coordinator.

2. Prohibition on Supplantation

By law, First 5 Alameda County funding may not be used to supplant other funds. First 5 funding may only be used to expand or enhance existing programs or to initiate new services or programs benefiting children prenatal to age five.

3. Performance Requirements

3A. Contract Functions and Activities for the AA Degree Professional Development Coordinator (AA PDC)

Contractor will employ a full time AA PDC to work towards the following First 5 outcomes and activities:

Outcomes:

- ***Increased number of AA Degree Corps members who complete the AA Degree or become transfer ready***
- ***Increased education levels of non-Corps AA ECE students or practitioners***
- ***Increased enrollment of early childhood students/practitioners who enter the AA Degree Corps Program***

The AA PDC will monitor and track emerging needs of students and potential students working towards their AA degree in early childhood which will include, but not be limited to: language and cultural needs, cross-discipline education, collaborative training programs, and

1. Integrate student support resources necessary to assist students in achieving an AA degree in early childhood development. Document those needs and make appropriate recommendations to relevant parties (i.e. Systems PDC, First 5 staff, Chabot faculty) on viable strategies to address needs and barriers.
2. In collaboration with Systems PDC and ELL PDC identify and research potential linkages of support services with other campus programs and student services (i.e., Puente, EOPS, Nishati, basic skills workshops, etc) to address identified needs.
3. In coordination with Systems PDC, ELL PDC, ECD Department Coordinator and Dean, share documentation of student needs and make specific recommendations to appropriate college decision-makers (e.g. the dean of the Social Science Department,, Academic VP, etc).

4. Meet and confer with representatives of the college counseling department at least twice per semester to coordinate Student Education Plans and advising services to early childhood students.
5. Hold office hours for appointments and return phone calls with consideration for days and times that meet students' needs, including evening and weekend hours as appropriate.
6. In coordination with Systems and ELL PDCs, develop budget.

Provide Support to Regional Conferences

7. Participate in at least one regional or college conference each year. This is to include, but may not be limited to, attending the conference and assisting with day-of preparation and implementation.

Outreach

8. Coordinate and conduct Corps AA Degree Program outreach on the college campus and in the local community, to support enrollment and participation in the Corps AA Degree program. Target child development centers and family child care providers not previously enrolled in the AA Degree Corps program and maintain outreach with those currently accessing PDC services.
9. Provide Corps AA Degree Program outreach sessions in a language other than English as appropriate for the local community.
10. Participate in planning meetings with other PDCs to develop new strategies and collaborate on current strategies to recruit new participants into the AA Degree Corps program.
11. Meet with the local Career Advocate on a quarterly basis to provide an update on the Corps AA Degree Program and to coordinate outreach strategies (e.g. high school and ROP presentations).

Support Child Development Permit Holders and Applicants

12. Provide outreach and assistance to the ECE community on the Child Development Permit:
 - a. Conduct Child Development Permit workshops in the community as needed, including at child care centers and family child care associations. This may include evening and weekend workshops.
 - b. Provide one-on-one assistance to individuals applying for a Child Development Permit.
 - c. In coordination with Systems PDC, accept and review Child Development Permit applications in accordance with Verification of Completion (VOC) Permit Project.

Provide Individual Student Assistance

13. Provide one-on-one assistance to potential or current Corps members to assist them in enrolling in the college and joining the Corps AA Degree Program. This is to include, but is not limited to:
 - a. Providing an overview of how to complete the Math and English and/or ESL assessments
 - b. Providing information and support for setting up a meeting with a college counselor
 - c. Completing individual ECE Professional Development Plans
 - d. Completing the Corps AA Degree Program application
14. Process and approve Corps AA Degree Program applications, including:
 - a. Meeting with and advising students
 - b. Reviewing applications and entering student information into the Corps database
 - c. Determining stipend eligibility
 - d. Reviewing continuing eligibility requirements with participants
 - e. Submitting completed application packets to First 5
15. Contact current AA Degree Corps participants at least once per year. Contact students who have sought PDC assistance, but are not yet enrolled in the Corps at least twice per year to review the PDC plans and provide support.

3B. Contract Activities of the Systems Professional Development Coordinator

Contractor will employ a full time Systems PDC to work towards the following First 5 outcomes and activities:

Outcomes

- ***Increased enrollment of early childhood students/ practitioners who enter the Corps AA Degree program***
 - ***Document a concrete plan on how to implement improved systems that increase the attainment of AA Degrees in Early Childhood Education***
 - ***Institutionalization of improved systems that increase the attainment of an AA Degree in Early Childhood Education***
1. Develop and/or implement cohorts and or learning communities.
 2. Identify funding resources and strategies to institutionalize the AA PDC supports on campus.
 3. Coordinate existing college services to ensure greater accessibility and effectiveness for early childhood development students.
 4. Improve articulation and regional reciprocity efforts among Community Colleges and four year institutions.

5. Participate in planning and implementation of at least one regional conference.
6. Support child development permit holders through the Verification of Completion (VOC) process in coordination with VOC Officer.
8. In coordination with AA PDC and ELL PDC develop the budget. The Systems PDC will be responsible for consolidating online reports from all funded positions, completing the expense reports, budget and invoices, and submitting them to First 5.
9. In coordination with the AA PDC and ELL PDC share documentation of student needs including cross-discipline education, and make specific recommendations to appropriate college decision-makers (e.g. the dean of Social Sciences and Academic VP.)
10. Develop and submit quarterly action plans that address goals 1-5 in the contract. The template for this report will be provided by First 5. The initial action plan will be submitted no later than August, 31, 2010. These plans will be utilized to guide the PDC throughout the contract year on identifying and implementing strategies to address the contract goals.

3C. Contract Activities of the English Language Learner Professional Development Coordinator (ELL PDC)

Contractor will employ a full time ELL PDC to work towards the following First 5 outcomes and activities:

Outcomes

- ***Increased number of Corps AA Degree Students who complete AA Degree or become transfer ready***
- ***Increased education levels of non-Corps AA ECE students or practitioners***
- ***Increased enrollment of early childhood students/practitioners who enter the AA Degree Corps Program***
- ***Improved systems that serve ECE practitioners' language and educational needs***

The English Language Learner Professional Development Coordinator will spend 50% of his/her time supporting Chabot College students by:

1. Supporting English Language Learner (ELL) students enrolled in, or interested in enrolling in, the Spanish Cohort Program including:
 - a. Referring students to educational services on campus, including the Counseling Department, ESL Department, Career/Transfer Center, Cal/Works, Tutorial and Assessment Services
 - b. Coordinating with the counseling department to assist students in developing a Student Education Plan
 - c. Supporting students in completing their Math, English and ESL assessments
 - d. Working with Spanish Cohort students to develop an Early Childhood Development Plan

- e. Assisting Spanish Cohort students in applying for, or renewing, a California Child Development Permit. Conduct a Child Development Permit workshop if necessary.
 - f. Enrolling eligible Spanish Cohort students in the Corps AA Degree Program
 - g. Identifying needs of other ELL students outside of the Spanish Cohort and develop and implement potential strategies. Report findings in bi-annual reports.
 - h. Integrate student support services and resources necessary to assist Spanish-speaking cohort students in achieving an AA Degree in early childhood development. Document the needs and make appropriate recommendations to relevant parties (e.g. Systems PDC, First 5 staff, Chabot or Las Positas faculty).
 - i. In collaboration with the Systems and AA PDC, identify and research potential linkages of supports services with other campus programs and student services (e.g. Puente, EOPS, basic skills workshops, etc) to address identified needs.
 - j. In collaboration with Systems PDC and AA PDC, share documentation of student needs and make specific recommendations to appropriate college decision makers (VP of Student Services, Dean and Department Coordinator).
 - k. In coordination with Systems PDC and AA PDC develop the budget.
2. In coordination with the Chabot College AA Degree PDC and Systems PDC meet and confer with representatives of the college counseling department twice per semester to coordinate services to early childhood students and participants in the Spanish Cohort Program.
 3. In collaboration with First 5 Evaluation staff, conduct a study of ECD students who have participated in the Spanish Cohort Program to identify program strengths and barriers. Meet with First 5 staff quarterly to discuss the implementation of this program and identified barriers.
 4. Utilizing outcomes from the above survey, as needed, develop strategies, goals and activities to improve the Spanish Cohort program
 5. Maintain a database of students and enter TA log information as appropriate for those participating in or interested in the Spanish cohort classes offered at Chabot College.
 6. Conduct outreach and assist students in enrolling into the Spanish Cohort Program.
 7. In conjunction with community partners plan and participate in a bilingual regional conference in a language other than English, reflecting the ELL population of Alameda County (e.g. Spanish, Chinese).
 8. In conjunction with Early Childhood Department, organize and conduct a graduation ceremony for participants who complete the Spanish Cohort Program.
 9. Develop and/or implement strategies for the expansion of the Spanish Cohort Program.

The English Language Learner Professional Development Coordinator will spend 50% of his/her time supporting Las Positas College students by:

10. Coordinating, implementing and evaluating (in coordination with First 5 Evaluation staff), the English Language Learner program (including the Spanish-speaking community) at Las Positas College.
11. Organizing course schedules, curriculum and materials for the ELL cohort in collaboration with Department Coordinator and Las Positas College staff and faculty.
12. Providing individual advice and support to students interested in enrolling, and those currently enrolled, in the ELL cohort program. Support the ELL cohort students' needs (e.g. updating ECD Professional Plans, permit support, coordinating class schedules).
13. In order to assess and address ELL program progress and challenges, meet regularly with relevant college staff including, but not limited to: Department Coordinator, faculty, Deans and Professional Development Coordinators.
14. Enrolling eligible ELL cohort students in the Corps AA Degree Program.
15. Identifying funding in order to sustain and institutionalize the ELL cohort at Las Positas College.
16. Conducting outreach to the community and recruiting for future ELL cohort program participants.
17. Coordinating with administration and faculty to facilitate access to bilingual student advising and academic support services:
 - a. Integrate student support services and resources necessary to assist Spanish cohort students in achieving an AA Degree in early childhood development. Document those needs and make appropriate recommendations to relevant parties (e.g. Systems PDC, First 5 staff, Chabot or Las Positas faculty).
 - b. In collaboration with the Systems and AA PDC, identify and research potential linkages of supports services with other campus programs and student services (e.g. Puente, EOPS, basic skills workshops, etc) to address identified needs.
 - c. In collaboration with Systems PDC and AA PDC, share documentation of student needs and make specific recommendations to appropriate college decision-makers (VP of Student Services, Dean and Department Coordinator).

The Dean of the Early Childhood Department at Las Positas College will be responsible for the evaluation of the ELL PDC's work at Las Positas College.

3D. Contract activities for Chabot College

1. Analyze existing college system and document findings and strategies to address identified barriers faced by students working towards their AA Degree in early childhood development; develop support strategies and program model to address these barriers.

2. Ensure students working towards their AA degree in early childhood have access to counseling services that meet the needs of their working hours. Specifically, students need access to these services during evenings and on the weekends. Contract funds may be used to fund college staff to work extended hours to meet this requirement.
3. Ensure students working towards their AA degree in early childhood have access to Math, English and ESL Assessment systems that meet the needs of their working hours. Specifically, students need access to these services during evenings and on the weekends. Contract funds may be used to fund college staff to work extended hours to meet this requirement.
4. Training Requirements

Attend all contractor meetings and training as required by First 5 including:

- a. All Contractors meetings
- b. Regular meetings with PDCs on campus and other PDCs to coordinate campus and community efforts
- c. Meetings with Resource & Referral staff as needed to ensure collaboration with regional and county-wide efforts
- d. Meetings coordinated by First 5 staff to ensure appropriate coordination of First 5 programs and services
- e. Trainings of the AA Degree Corps database
- f. Use of online reporting system

5. Reporting Requirements

Chabot College shall fulfill all reporting requirements outlined below:

| Reporting Requirements | Due Date |
|---|--|
| Finalized College work plan (narrative) (All PDC Positions) | August 31, 2010 |
| Systems PDC –Focused plan (Action Plan on Barriers, Strategies, Implementation) | August 31, 2010, December 31, 2010, March 31, 2011, June 30, 2011 |
| Systems PDC – College Learning Community, Cohort, and/or Contextual Course Plan | January 31, 2011 |
| Reports for each funded position covering activities from July 1, 2010 – December 31, 2010 Expenditure Report and invoice for July 1, 2010 – December 31, 2010 | January 31, 2011 |
| Reports for each funded position covering activities from January 1, 2011 – June 30, 2011 Expenditure Report and invoice for January 1, 2011 – June 30, 2011 | July 31, 2011 |

Contractor will report via ECC Online.

6. Fiscal Requirements – Not applicable
7. ECChange and/or Database Requirements

Required information for all Corps AA Degree Program applicants and participants must be entered into the Corps AA Degree database and TA Logs.

8. Filing reports with Child Protective Services (CPS) / Child Care Licensing (CCL)

If a First 5 Contractor has knowledge of or observes a child who they suspect has been the victim of child abuse or neglect within the course of First 5 funded work, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the report should be filed by phone within 24 hours of the incident, and in writing within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that the Contractor will also file a report immediately to CCL.

Reporting suspected child abuse or neglect to First 5 or other persons is not a substitute for making a report to CPS or CCL. Reporting duties are individual and cannot be delegated to another person.

If First 5 staff become aware of suspected child abuse or neglect while providing consultation and/or contract support, and a report is not filed within the legal timeframe by the contractor, First 5 staff will file a report by phone and in writing within 24 hours.

Failing to report abuse or neglect to the appropriate agencies is not consistent with the mandates of First 5 Alameda County to improve health and development of children age 0-5. Failure to report may result in termination of contract funding.

9. Cultural Access Services Requirements

- A. Contractor shall make every effort to ensure that clients receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices, and preferred language.
- B. Contractor shall make efforts to offer and provide language assistance services including having bilingual staff, and/or interpreter services to each patient/consumer with limited English proficiency at all points of contact. Contractor shall NOT use a) family members or friends as interpreters; b) minors as interpreters; and c) require clients to pay for the services of an interpreter.
- C. Contractor should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
- D. Contractor should ensure that staff at ALL levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery and have staff attend at least three (3) trainings on cultural competency provided by First 5 or any other agency within the contract period.

10. Tobacco Control and Education Requirements

The 1998 passage of Proposition 10 rendered a 50-cent-per-pack increase in the state surtax on cigarettes and an equivalent increase in the state surtax on tobacco products

to fund anti-smoking and early childhood programs. In response, the Commission approved a Comprehensive Tobacco Control Policy on September 28, 2000, focused on three main areas: comprehensive smoke-free policy, divestment of tobacco related investments and disclosure of tobacco industry funding.

Contractor will show a good faith effort during the grant term in the following three areas:

- A. Passage of Comprehensive Tobacco Control Policies
- B. Maintenance of a comprehensive smoke-free environment
- C. Divestment of tobacco related investments

A good faith effort involves introducing these policies to your agency, educating agency leadership on the effect of the policies and having agency leadership consider the policies for ratification in addition to disseminating tobacco education materials as specified and/or provided by First 5.

11. Parent Kit Distribution Requirement

The Parent Kit is a parenting tool that contains helpful information and resources for new parents. If the Contractor provides services which involve direct contact with families, such as providing case management, outreach, home visits, etc, as a part of that service delivery, Contractor must provide language specific Parent Kits to the family. Prenatal distribution of Parent Kits is most effective, and a review of the contents of the Parent Kit with parents is important to the effectiveness of the Kit.

Training on ordering and providing Parent Kits will be provided by First 5 Alameda County. Order questions may be referred to ZeeLaura Page at 510-875-2486.

At each report period, Contractor must report on how many Parent Kits were distributed, and how many in each language were distributed.

12. Acknowledgement of Funds

The Contractor shall acknowledge the funds received in statements or printed materials as outlined in the guidelines listed below.

- A. The Contractor will announce funding awards *only after* 1) the contract has been signed and returned and 2) after any announcement strategies are discussed with First 5 staff.
- B. The Contractor agrees to use official attribution tools and logos provided by First 5 for promotional materials, public awareness campaigns or special events connected with funding.
- C. First 5 funding will be acknowledged in all materials produced for the purpose of public education and outreach regarding the Contractor's funded project. These materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts and outdoor ads. All printed materials and promotional products will include the following language:

***Made possible by an Every Child Counts contract
funded by First 5 Alameda County***

- D. Materials produced with First 5 funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from First 5, and the Contractor will not be additionally reimbursed for use or reproduction.

EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT

1. **Contractor Name: Chabot College**
2. **Term of Contract: July 1, 2010 – June 30, 2011**
3. **Terms and Conditions of Payment:**

First 5 will pay Chabot College a sum no greater than \$321,723.00 which includes \$54,233.00 of funds to utilize for the ELL Program at Las Positas. Payment will be made according to the following schedule after the successful accomplishment of the objectives outlined in Exhibit A, all reporting requirements have been met, and reports have been approved by First 5:

| Fiscal Reporting and Invoicing Requirements | Due Date |
|--|------------------|
| Report covering activities from July 1, 2010 – December 31, 2010 Expenditure Report and invoice for July 1, 2010 – December 31, 2010 based on actual expenses | January 31, 2011 |
| Report covering activities from January 1, 2011– June 30, 2011 Expenditure Report and invoice for January 1, 2011 – June 30, 2010 based on actual expenses | July 31, 2011 |

All Expenditure reports must be submitted using the First 5 Expenditure Report Form. Payments will be made based on eligible and actual expenses incurred by the Contractor.

All PDC reports will be submitted on-line.

Additional terms of payment:

- a. The Contractor will employ three full-time Professional Development Coordinators (PDCs): an AA Degree PDC, a Systems PDC, and an ELL PDC to support the Spanish Cohort Program at Chabot College and the English Language Learner Cohort at Las Positas College. The PDCs must have excellent writing and speaking skills, professional experience in ECE or related fields, be able to relate well to individuals and groups, and become well-versed on all professional development systems, organizations, agencies, and programs in early care and education. The PDCs must also have access to, and be able to apply information on current research and “best practices” in ECE and related disciplines when formulating recommendations and planning for the Program and the College.
- b. Chabot College will be responsible for the PDCs' wages and benefits, and all overhead costs including computer access, materials, printing, meeting space, office, travel, and supplies necessary to fully execute the functions and activities of this contract. Allowable meeting/workshop expenses include: materials, food and copying charges. Travel expenses, including airfare, mileage, registration fees, meals and lodging, are allowable for professional development purposes. Eligible costs also include the ELL PDC's expenditures related to this contract at Las Positas College.

- c. The Chabot /Las Positas Community College District will assure that there is Internet and network access, telephone and office space for the English Language Learner PDC at Las Positas College.
- d. Contract funds may be used to purchase necessary equipment to fulfill performance requirements listed in Exhibit A and B, including computers and computer equipment.
- e. A PDC may not be assigned supervision duties over another PDC or any other position funded by First 5.
- f. Funds may not be used for any purpose other than that as specified in Exhibit A and Exhibit B without prior written approval of First 5. By law First 5 funds may not be used to supplant other funds.
- g. First 5 shall process invoices submitted for reimbursement by contractor within thirty (30) working days of receipt of acceptable invoice provided all reporting requirements have been met and reports have been approved.
- h. Failure to meet the requirements in Exhibits A and B may result in delay of payment or termination of contract.

4. Invoicing Procedures

Invoices should be submitted to the AA Degree Corps Program Manager at First 5 Alameda County, 1100 San Leandro Boulevard, Suite 120, San Leandro, CA 94577. Original invoices are required. No faxed or e-mailed invoices will be accepted.

EXHIBIT C

INSURANCE REQUIREMENTS

As a condition of this contract, Contractor must provide proof of insurance or evidence of self insurance if appropriate for the following:

- Commercial General Liability** (attach insurance cover sheet)
Minimum Limit \$1,000,000, Additional Insured Endorsement (see below)
- Professional Liability** (attach insurance cover sheet)
Medical \$1,000,000/3,000,000, Other \$1,000,000
- Automobile insurance** (attach insurance cover sheet)
Levels of liability minimum: \$50,000 and \$100,000
- Workers' Compensation (WC)** (attach insurance cover sheet)
Required for all contractors with employees
WC: Statutory Limits

All Insurance Certificates showing proof of insurance must include a 30-day notice of Cancellation.

Additional Insured Endorsement shall name First 5 Alameda County, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and Alameda County, its Board of Supervisors, officers, agents and employees as Additional Insureds with respect to services being provided. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.

Please have Additional Insured Endorsements sent to First 5 Alameda County, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577, attention: ZeeLaura Page.

**INVOICE
FOR CONTRACT PAYMENT**

DATE _____

CONTRACT NUMBER _____

SUBMITTED TO: **Attn:** _____
First 5 Alameda County
1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577

| PROGRAM NAME | DESCRIPTION | DATES OF SERVICES PROVIDED |
|--------------|-------------|----------------------------|
| | | |

TOTAL DUE: \$ _____ Payment ____ of _____

| | | | | | |
|---|-------------|--------------|---------------------|------------|-----|
| Contractor or Organization Name (Make check out to) | | | | | |
| Contact – First Name | | | Contact – Last Name | | |
| Street # | Street Name | Unit | City | ST | Zip |
| Email | | Phone Number | | Fax Number | |

TAX I. D. NUMBER _____

SIGNATURE _____

NAME AND TITLE _____