

Contract Services Agreement

This agreement is entered into by and between the **Chabot-Las Positas Community College District, Chabot (Chabot)**, and Child, Family, and Community Services, Inc. (CFCS) to provide the instruction and/or services described in this agreement.

A. PROGRAM TITLE: ECD 67: Infant and Toddler Development and Caregiving

This contract covers the instructional cost for one, three-unit ECD course. It does not include the cost of textbooks, which will be paid for by First 5, Alameda County, or student registration fees, which are the responsibility of CFCS.

PROGRAM AND COST ELEMENTS

I. Instruction

ECD 67 Infant and Toddler Development and Caregiving 3 units, 52.5 hours
Analysis of child development with emphasis on infants and toddlers. Observation of current practices in infant/toddler care giving in group settings in both centers and family day care homes. Assessments and planning of care giving techniques and environments based on principles of human development, health and safety, and legal requirements.

II. Customized Curriculum Design

- Prior to instruction, instructor will confer with client to determine specific needs/usage and provide course syllabus to client

III. Materials

- Selected articles and readings to be provided for each participant

IV. Instruction Parameters

- Three unit instructional course providing a maximum of 52.5 hours of lecture time
- Participants will be enrolled as Chabot College students and will receive college credit

V. Venue

- Instruction will be delivered off-campus at 32980 Alvarado Niles Road, Ste 846 Union City, CA 94587 or on the Chabot College campus

VI. Training Delivery Schedule

- Schedule determined upon mutual consent of District and Client:
3 unit course will be held for 7 hours a week on Mondays and Wednesdays for a total of 6.5 weeks (52.5 hours)

VII. Payment Schedule

Chabot College will invoice Client through a 3rd party billing service to collect student registration fees, dependent on number of students enrolled and the category under which they enroll.*

*Registration fees are dependent on the number of students enrolled and the category under which they enroll. For fee structure see: <http://www.chabotcollege.edu/Admissions/fees/#enrollment>

B. DISTRICT AGREES TO PROVIDE:

1. Qualified instructors/consultants to be supervised and paid by the District.
2. A service delivery schedule as mutually agreed upon and documented in this agreement that is responsive to Client, employees, District, instructors, consultants, and facility availability.
3. Necessary materials to deliver services.
4. Such administrative services as are necessary to administer program delivery and the provision of this contract.
5. Invoices for all services rendered according to the payment schedule referenced in this agreement.

C. CLIENT AGREES TO:

1. Reimburse the District for those services as identified that are part of this agreement.
2. Pay District's invoices, which are due on a 30-day net basis. Late charges of 1-1/2 percent per month will be assessed for payment not received within thirty-five days of the invoice date.
3. Provide facilities and audio-visual and presentation equipment as outlined in this agreement.

D. HOLD HARMLESS AGREEMENT:

District and Client agree to hold each other, their agents, officers and employees harmless from any and all damages to property and persons resulting from each other's actions, errors or negligence in connection with the activities described in this agreement.

E. GENERAL CONTRACT TERMS AND CONDITIONS:

1. Services will generally be delivered at facilities on Client premises unless otherwise arranged, and outlined in this agreement.
2. College credit will be awarded when appropriate to successful students as indicated in this agreement of proposal as determined solely by the District.
3. Either party may terminate this agreement with thirty (30) days written notice between those parties who sign this agreement. In the event of termination, Client agrees to reimburse District for costs incurred. These costs include, but are not limited to, course development fees listed in this agreement of proposal to the last day of services. Any service delivery block in progress at the time of such notice or effective date of termination shall be allowed to finish.
4. In case of rescheduling, or canceling of services already scheduled, the Client will notify the District no less than fourteen (14) days prior to the action. If fourteen (14) days notification is not made, Client will be responsible for fifty percent of contract amount for notification up to seven (7) days prior to commencement of scheduled service. Thereafter, the Client will be responsible for full payment of contract fees if cancellation or rescheduling is made.

5. Client agrees not to enter into competitive agreement with instructors or consultants from the Chabot-Las Positas Community College District from the date of this agreement, until two (2) years after the termination of this agreement. It is agreed that the instructors and consultants furnished by the District are made possible only by a substantial investment in advertising, recruiting, testing and training of personnel. In consideration of the time and expense invested in these personnel, it is agreed that the Client will not solicit for hire District instructors or consultants while they are still associated with the District, and for two (2) years after termination of association with the District. Client agrees to pay a placement fee of \$10,000 for every District instructor or consultant Client hires.
6. It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of the Chabot-Las Positas Community College District, or any of the officers or employees thereof by virtue of this agreement.
7. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto.
8. Without the written consent of the District, this agreement is not assignable by the agency in whole or in part.

F. CONFIDENTIALITY:

The District understands that in the performance of this contract, the District is not to include discussions of information, which may be considered proprietary or confidential either by any organization or a third party. The District understands that Client non-solicitation policy prohibits promotion or solicitation of products or services not associated with Chabot-Las Positas Community College District during the program. The District warrants that items that are used or distributed during the service delivery are original work or no portion of these items violates copyright protection or similar right of any third party.

G. INTELLECTUAL PROPERTY

The copyright to all materials produced, as a result of this agreement shall belong to the instructor or consultant and the District. Client may not use, copy or modify materials without the expressed written consent of the District. Client acknowledges that any content provided under this Agreement is the property of the instructor or consultant and the District and that Client has no right in any of the content except those expressly granted by this Agreement.

H. COMPLIANCE WITH LAWS AND REGULATIONS:

1. District at its own expense shall comply with all laws, rules and regulations of competent public authority relating to its duties, obligations and performances under this contract, and shall procure all licenses and pay all fees and other charges required thereby. District shall comply with Executive Order 11246, relating to Equal Employment Opportunity, and all rules and regulations issued pursuant thereto.
2. Instructor/Consultant agrees not to discriminate in the selection of any student/participant to receive instruction or consultation or otherwise impermissibly discriminate against a

student/participant on account of sex, ancestry, age, marital status, race, religious creed, mental disability, medical condition (including HIV and AIDS), color, national origin, physical disability, family or sexual preference status and other similar factors in compliance with Title IV, Sections 503 and 504 of the Rehabilitation Act.

IN WITNESS THEREOF, THE PARTIES HEREBY EXECUTE this Agreement on the day and year written below.

**Chabot-Las Positas
Community College District**

Child, Family and Community Services, Inc.

By:

(Signature)

Name: Lorenzo Legaspi

**Title: Vice-Chancellor, Business
Services,**

Date:

Fed. Tax ID #:

By: _____

(Signature)

Name: _____
(Please Print Name)

Title: _____

Date: _____

Fed. Tax ID #: _____