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CONTRACT FOR SERVICES

CONTRACT TERM: JULY 1, 2020 – JUNE 30, 2021
CONTRACT AMOUNT: \$25,000.00
CONTRACTOR: LAS POSITAS COLLEGE
CONTACT PERSON: ANA DEL AGUILA; NADIYAH TAYLOR
EMAIL: ADELAGUILA@LASPOSITASCOLLEGE.EDU; NTAYLOR@LASPOSITASCOLLEGE.EDU

THIS CONTRACT is hereby made and entered into on this 1st day of July 2020, by and between the California School-Age Consortium (“CalSAC”), an independent public agency of the State of California, and Las Positas College (“Contractor”).

IT IS HEREBY MUTUALLY AGREED that both parties will adhere to the provisions of this Agreement including Exhibit A (Performance Requirements), Exhibit B (Terms and Conditions of Payment), IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first mentioned above.

Zakir McKenzie Parpia
Director of Programs, CalSAC

Ronald P. Gerhard
Chancellor, Chabot-Las Positas CCD

Date

Date

Agreement

Recitals

WHEREAS, Contractor is willing and able to perform duties and render services and deliverables which are determined by CalSAC to be necessary or appropriate for the support and improvement of the early care and education workforce within Alameda County; and

WHEREAS, CalSAC 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:

Term of Agreement

The Term of this Agreement begins on the 1st day of July 2020 and shall continue through June 30, 2021, as specified more particularly in Exhibit B, provided funding is allocated by CalSAC, until terminated in accordance with this Agreement. This Agreement shall supersede any previous agreement between Contractor and CalSAC for the same services and the same time period.

Performance Requirements -- Exhibit A

Exhibit A, which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for CalSAC by Contractor, shall accompany this Agreement. 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.

Terms and Conditions of Payment -- Exhibit B

The total amount to be paid to Contractor under this Agreement shall not exceed the sum of \$25,000.00 and CalSAC 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. CalSAC shall retain sums not paid.

Unless it is otherwise provided in Exhibit B to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within thirty (30) days after the ending date of the Agreement. All claims submitted after thirty (30) days following the ending date of the Agreement will not be subject to reimbursement by CalSAC. Any "obligations incurred" included in claims for reimbursements and paid by CalSAC which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by CalSAC.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by CalSAC, 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 CalSAC.

Independent Contractor Status

Neither the Contractor nor any of its employees shall, by virtue of this Agreement, be an employee of CalSAC for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of CalSAC 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.

Confidentiality

Contractor agrees to maintain the confidentiality of any information that 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 of this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to CalSAC'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 CalSAC all written or descriptive matter, which contain any such confidential information.

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

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 CalSAC 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.

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 CalSAC by telephone. Contractor shall promptly submit a written report, in such form as may be required by CalSAC, 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 CalSAC's equipment, tools or materials were involved and the extent of the damage to CalSAC 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.

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

EXHIBIT A

Performance Requirements

Contract Duties and Activities:

Las Positas College shall offer a session of the following courses conducted in Spanish:

- Teaching in a Diverse Society (ECE 79),
- California Preschool Foundations: Science, (ECE 80G) CA Preschool Foundations: Math (ECE 80F) and CA Preschool Foundations: Visual Arts (ECE 80H) at the community college location in Livermore.

Las Positas College shall cover the costs of tuition, books, and the instructor for the 4 courses.

ECD Professional Development Coordinator at Las Positas College will provide advising and create an educational/professional plan for cohort participants, be responsible of outreach activities and cohort coordination.

Reporting Requirements:

Las Positas College will be required to provide invoicing, data, documentation of enrollment, and a grade analysis of the students attending, as well as a brief qualitative report at the beginning and conclusion of each semester (dates to be determined) and a final report at the conclusion of the grant period.

A representative from Las Positas College will be required to attend and participate in the Workforce Grant - Higher Education Committee for the term of the grant.

Contractor shall also create additional reports, or revise reports to include information to address all the reporting requirements from the California Department of Education. Contractor may also be required to collect and report on specific measures that will later be identified by County.

All reporting must be submitted to Angela Cabrera (angela.cabrera@acgov.org), at the County Early Care and Education Program.

EXHIBIT B

Terms and Conditions of Payment

Contractor Name: Las Positas College

Term of Contract: July 1, 2020 - June 30, 2021

Terms and Conditions of Payment

CalSAC will pay Contractor in full upon completion of a fully executed MOU.

Invoicing Procedures

Invoices can be submitted to Zakir Parpia at CalSAC (zparpia@calsac.org), with Angela Cabrera (angela.cabrera@acgov.org), at the County Early Care and Education Program, cc'ed on correspondence.