

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
MT. DIABLO UNIFIED SCHOOL DISTRICT – ADULT EDUCATION
CONTRACT FOR SERVICES

This Agreement is made and entered into this 8th day of August 2012, by and between Chabot-Las Positas Community College District, located at 5020 Franklin Drive, Pleasanton, CA, 94566, hereinafter referred to as *District*, and Mt. Diablo Unified School District – Adult Education, located at 1936 Carlotta Drive, Concord, CA 94519, hereinafter referred to as *Contractor*.

WHEREAS, the *Contractor* desires to provide assessment proctoring services to job seekers, skills upgrading and retraining training, job readiness training necessary to be successful in the workplace, and provide training and technical assistance to support the use of KeyTrain®, WorkKeys®, Metrix Learning, and related assessments at the County One-Stops beginning on July 1, 2012, and ending on June 30, 2013.

WHEREAS, the *Contractor* has the capability to provide assessment and training services during this period at the four One-Stops as well as additional sites, location to be determined, if necessary;

NOW THEREFORE, it is mutually agreed that the *Contractor* referred to above will adhere to the provisions listed below:

- 1) *Contractor* services to be delivered at the following four One-Stop Centers (hereafter referred to as “the four One-Stops”):
 - San Pablo One-Stop Center: 2300 El Portal Drive, San Pablo, CA 94806
 - Concord One-Stop Center: 4071 Port Chicago Highway, Suite 250, Concord, CA 94520
 - Antioch One-Stop: 4545 Delta Fair Blvd., Antioch, CA 94509
 - Brentwood One-Stop: 281 Pine Street, Brentwood, CA 94513
- 2) *Contractor* will coordinate with the *District* to develop a preliminary staffing and training plan (utilizing *Contractor’s* staff and contracted subject matter experts) that outlines the activities planned for the length of the contract (by month), including proposed assessment

center scheduling (by site) and test proctoring dates, training services and topics, and identifying which organizations and individuals will be participating in the program.

3) **Contractor** must provide the following at the aforementioned locations:

- 3.1) Provide assessment administration, test proctoring services, and supervision of participants for all assessment activities while in the assessment center;
- 3.2) Administration, test proctoring services, and on-line registration into KeyTrain and WorkKeys' systems in compliance with required parameters for a structured, continuously proctored and monitored testing environment;
- 3.3) Report and document Career Readiness Certificate (CRC) and WorkKeys® National Career Readiness Certificate (NCRC) achievement to **District** for generation and distribution of certificates;
- 3.4) Support the implementation and adoption of KeyTrain as the intake assessment tool and WorkKeys CRC/NCRC as the regional basic skills certification tool;
- 3.5) Provide 1-2 hour Metrix Learning introductory sessions twice monthly at each of the four One-Stops.
- 3.6) Provide oversight and supervision, capacity building, mentoring and training (including train-the-trainer activities) to local and regional workforce development partners and staff to support expansion and sustainability;
- 3.7) Provide a minimum of twelve trainings over the period of this contract with a minimum of three at each One-Stop location in topics relevant to skill upgrading and retraining and/or pre-employment/job readiness training opportunities. Scheduling and delivery of specific topics to be determined by each site coordinator based on need and capacity, and must be approved by the **District**;
- 3.8) Compile monthly reports of participant assessment activities and outcomes by site and provide to **District** no later than the 10th day of the following month for which the reports were generated.
- 3.9) **Contractor** shall assist with year-end reporting requirements including providing data on training hours, participants and agencies served, as well as a narrative describing the year's training and services as a whole.

4) Services at the four One-Stops will be paid on a fixed unit price basis at the rate of \$50.00 per hour, total amount not to exceed a maximum of \$197,000.00. See Attachment A for budget.

4.1) The monthly invoice shall consist of a summary sheet that indicates month and year, One Stop location, each assessment administrator's name and hours worked, the total hours of service provided at each One-Stop site, and the hours of service provided by project coordinator and/or administrator, and total amount invoiced.

4.2) The invoice shall include a monthly summary of services rendered under this contract for each One-Stop site; details of the summary will be defined as agreed upon by the **Contractor** and the **District**.

4.3) The monthly invoices shall be signed by **Contractor's** designated agent.

4.4) **Contractor** shall invoice the **District** on a monthly basis for services provided, and invoices shall be due on or before the tenth of the month following the month in which the services were rendered (e.g., May activities' invoice is due by June 10th).

4.5) **Contractor** shall mail or deliver originally signed invoices with backup documentation to the **District's** designated agent:

MariAnn Fisher

Assistant Director

Economic Development & Contract Education

Chabot-Las Positas Community College District

7600 Dublin Blvd. #102, Dublin, CA 94568

5) All expenses are to be the sole responsibility of **Contractor**. Payment is on a fixed unit price as outlined in Section 4 above, only.

6) Payment of **Contractor's** invoices by **District** is anticipated to be within sixty (60) days after receipt of final invoice for each month. Delay in payment does not nullify the requirement of timely delivery of invoices and back-up materials as outlined in Section 4 of this contract.

7) **Contractor** shall NOT hire nor compensate from any contract funds any member of its governing body or the **District** Board of Trustees, nor any business in which such member, or the spouse, parent or child of such a member, owns or otherwise controls more than five percent (5%) of the equity of such business, without written consent of the **District**.

8) *Contractor* shall maintain all pertinent records for five (5) years after final payment is received or until all pending County, State of California, Federal, or *District* audits are complete, whichever is later, and make them available to *District*, County, State of California, Federal staff or their agent, upon request of *District*.

9) **Indemnification and Hold Harmless.** *Contractor* agrees to defend, indemnify and hold harmless *District*, including all of its boards, agencies, departments, officers, employees, agents and volunteers against any and all claims or lawsuits (whether against *Contractor*, *District* or others), judgments, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by *Contractor*, save and except claims or litigation arising through the sole active negligence, and/or sole willful misconduct of *District*. *District* shall defend, and save harmless *Contractor* and its directors, officers, employees, agents and volunteers against any and all claims or lawsuits (whether against *Contractor*, *District*, or others), judgments, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of (1) the sole willful misconduct or (2) the sole active negligence of *District* and its officers, employees, agents and volunteers. The *District* shall indemnify and hold the *Contractor* free and harmless of and from all liability, judgments, costs, damages, claims or demands, arising out of the *District's* unjustified failure to comply with or perform the *District's* obligations under this agreement.

10) **Insurance.**

10.1) *Contractor*, at its sole cost and expense, shall obtain and maintain in full force during the term of the Agreement, the following types of insurance:

10.1.1) Commercial General Liability, including operations, products and completed operations, and broad form property damage, in the minimum amount of \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required

occurrence limit. Coverage must also include a minimum amount of \$100,000 fire legal liability.

- 10.1.2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 10.1.3) Auto insurance in minimum amount of \$1,000,000 CSL bodily injury and property damage for all employees and volunteers associated with the agreement.
 - 10.1.4) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of *Contractor* and Employer's Liability in the minimum amount of \$1,000,000.
 - 10.1.5) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$3,000,000 aggregate. If the professional liability coverage is "claims made", *Contractor* must purchase an extended reporting period endorsement (tail coverage) for a period of five (5) years after date when agreement is terminated, completed, or non-renewed.
 - 10.1.6) The insurance carrier must have authorization to transact business in the State of California and be BEST rated A- or higher. *District* may withhold final payments due until satisfactory evidence of the detailed coverage is provided by *Contractor* to *District*.
- 10.2) All insurance required shall be primary coverage as respects *District* and any insurance or self-insurance maintained by *District* shall be in excess of *Contractor's* insurance coverage and shall not contribute to it.
 - 10.3) *District* is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - 10.4) The *District*, its boards, agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by *Contractor* under the terms of this agreement on all policies required (except Workers' Compensation).

10.5) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty days (60) written notice has been given to *District's* Business Services.

10.6) *Contractor* agrees to provide *District* with the following insurance documents on or before the signatory date of this Agreement:

10.6.1) Certificates of insurance for all required coverage;

10.6.2) Additional Insured endorsements;

10.6.3) Sixty (60) days Notice Cancellation Clause endorsements.

10.7) Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement.

Chabot-Las Positas Community College District (*District*) shall:

11) Approve the activity, assessment and training plan developed in response to the needs defined by *County* to be provided via this Agreement.

12) Monitor all assessment services and training activities to ensure compliance and that backup documentation is being maintained and that payments reflect actual allowable activity.

13) Reimburse *Contractor* for invoiced allowable hours on a fixed unit price up to the maximum amount of this contract in accordance with the agreed upon assessment services and training plan and calendar after *Contractor's* invoice and its attachments have been reviewed and verified by *District* staff for accuracy and completeness.

14) Notwithstanding any other provision of this Agreement, *District* may elect not to make a particular payment on the Agreement if:

14.1) Misrepresentation. *Contractor* shall have made a material misrepresentation with respect to the information furnished under this Agreement to *District*.

14.2) Litigation. A judgment against *Contractor* remains unsatisfied; or a restraining order, injunctive order or judicial decree remains in effect which requires action or conduct on the part of *Contractor*, which materially reduces *Contractor's* ability to perform under this Agreement.

14.3) Default. *Contractor* is in default under any provisions of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

14.4) Fiscal Reporting. *Contractor* shall not have submitted the required statements and reports, whether of a fiscal or a non-fiscal nature, as specified in this Agreement.

14.5) Availability of funds. The *District's* obligation under this contract is subject to the availability of authorized funds. The *District* may terminate the contract, or any part of the contract work, without prejudice to any right or remedy of the *District*, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this contract, or any subsequent amendment, the *District* may, upon written notice to the *Contractor*, terminate this contract in whole or in part.

14.5.1) This contract is void and unenforceable if all or *County* funds applicable to this contract are not available to *District*. If applicable funding is reduced, *District* may either:

14.5.1.1) Cancel this contract; or,

14.5.1.2) Offer a contract amendment reflecting the reduced funding.

15) Either party may terminate this agreement with thirty (30) days written notice between those parties who sign this agreement. In the event of termination, *Contractor* agrees to reimburse *District* for costs incurred, if any.

SIGNATURES

Rose Lock
Assistant Superintendent
Mt. Diablo Unified School District

Date

Lorenzo S. Legaspi
Vice Chancellor, Business Services
Chabot-Las Positas Community College District

Date

Julia A. Dozier
District Executive Director, Economic Development & Contract Education
Chabot-Las Positas Community College District

Date

ATTACHMENT A

Mt. Diablo Unified School District Contract 2012-2013

I. One-Stop Assessment, Proctoring Services, and Metrix Learning Trainings

- \$130,000

II. Project Coordination and Oversight, Program Reporting, Train-the-Trainer Instruction, Technical Assistance, and Career Readiness Certificate Support

- \$13,000

III. Skills and Job Search Training

- \$54,000