

**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 ___ day of _____ 2010, 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 and test proctoring services and training to support the use of KeyTrain, WorkKeys and related assessments to Contra Costa County –Employment and Human Services Department, on behalf of the Workforce Development Board, hereinafter referred to as ***County***, for job seekers, agency staff, and to local and regional workforce development partners beginning on July 12, 2010, and ending on June 30, 2011.

WHEREAS, the ***District*** has the capability to provide contract education and training during this period;

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

MDUSD-Adult Education (Contractor) shall:

1) Consult with ***District*** staff to coordinate the provision of assessment and test proctoring services, emphasizing but not limited to KeyTrain and WorkKeys, to meet the training needs of job seekers at the Contra Costa County One-Stop Career Centers.

1.1) Services to be delivered at the following One-Stop Centers (hereafter referred to as “the Three 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

1.2) Provide assessment administration staff for eighteen hours per week, for each of the Three One-Stops.

- 2) Coordinate with the ***District*** to develop a preliminary staffing and training plan (utilizing ***Contractor's*** staff and outside 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, and identifying which organizations will be participating in the program.

- 3) Provide training and mentoring (including train-the-trainer activities) to ***Contractor's*** staff, One-Stop staff and local/regional workforce development partners to support the expansion and sustainability of KeyTrain and WorkKeys programs.
 - 3.1) Provide mentoring and training services at the Three One-Stops as well as at additional sites, location to be determined, if necessary. Identify a Project Coordinator to oversee the program.
 - 3.2) Provide train-the-trainer courses, including but not limited to:
 - How to use the KeyTrain system as an instructor/administrator
 - Assessing applied basic skills and understanding the information: Job Coaches
 - Proctoring and administering the WorkKeys Test Updating training materials and manuals, by site
 - Tracking and record-keeping of program participants
 - 3.3) Provide assessment administration staff, serving the Three One-Stops in coordination with ***District*** representative, for six to eight hours weekly, for the contract period

- 4) Invoice ***District*** in accordance with agreed upon training schedule for ***Contractor's*** staff and subject matter experts.
 - 4.1.1) Assessment and test proctoring services at the Three One-Stops will be paid on a Fixed Unit Price basis, at the rate of \$50.00 per hour. Total hours not to exceed 2775, for a maximum of \$138,750.00.
 - 4.1.2) Mentoring and training services at the Three One-Stops will be paid on a Fixed Unit Price basis, at the rate of \$50.00 per hour. Total hours not to exceed 410, for a maximum of \$20,500.00.

- 5) Maximum amount of contract is \$159,250. Invoice requirements:
 - 5.1) The monthly invoices shall be signed by ***Contractor's*** designated agent.
 - 5.2) 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 hours of service provided by WorkKeys/KeyTrain Project Coordinator, and total amount invoiced.

- 6) The invoice shall also provide details for services provided (assessments and trainings) including date, topic, participant breakdown, organizations served, instructor or assessor and total hours. (Example to be provided)
- 7) The invoice shall include a monthly summary of services rendered under this contract for each One-Stop site.
- 8) Invoices shall include the following attachments:
 - 8.1) A daily sign-in sheet for train-the-trainer courses (Example to be provided).
 - 8.2) A daily sign-in sheet for participants at the assessment center(s) when staffed by **Contractor's** representative (Example to be provided).
 - 8.3) A typed course description or training summary for each course.
 - 8.4) Evaluations by training participants rating the effectiveness of the instructor(s), clarity of information presented, usefulness of handouts, length of training, venue, and overall training (Example to be provided).
 - 8.5) A typed summary of the evaluation scores for each training (number submitted, average "score" for each topic).
 - 8.6) Materials that identify qualifications (e.g., resumes) of instructor(s). All staffing is subject to **District's** approval.
- 9) **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).
- 10) **Contractor** shall mail or deliver originally signed invoices with backup documentation to the **District's** designated agent:

Judi Watkins
Project Director
Workplace Learning Resource Center
Chabot-Las Positas Community College District
7600 Dublin Blvd. #102, Dublin, CA 94568
- 11) All expenses are to be the sole responsibility of **Contractor**. Payment is on a Fixed Unit Price as outlined in Section 4 above, only.

- 12) 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 9 of this contract.
- 13) *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.
- 14) *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*.
- 15) *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 agents, upon request of *District*.
- 16) **Indemnification and Hold Harmless.** *Contractor* agrees to defend, indemnify and save 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.

17) **Insurance.**

- 17.1) **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:
- 17.1.1) 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.
 - 17.1.2) 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.
 - 17.1.3) Auto insurance in minimum amount of \$1,000,000 CSL bodily injury and property damage for all employees and volunteers associated with the agreement.
 - 17.1.4) 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.
 - 17.1.5) 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.
 - 17.1.6) 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 tail coverage is provided by **Contractor** to **District**.
- 17.2) 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.
- 17.3) **District** is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 17.4) 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).

17.5) 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.

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

17.6.1) Certificates of insurance for all required coverage;

17.6.2) Additional Insured endorsements;

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

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

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

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

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

20) 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 training plan and calendar after **Contractor's** invoice and its attachments have been reviewed and verified by **District** staff for accuracy and completeness.

21) Conditions Prerequisite to Payments. Notwithstanding any other provision of this Agreement, **District** may elect not to make a particular payment on the Agreement if:

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

21.2) 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.

21.3) 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.

21.4) 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.

21.5) 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.

21.5.1) 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:

21.5.1.1) Cancel this contract; or,

21.5.1.2) Offer a contract amendment reflecting the reduced funding.

22) 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