

CONTRACT FOR SERVICES

ECE2010-11-002

JULY 1, 2010-JUNE 30, 2011

CONTRACT AMOUNT: CONTRACTOR: CONTACT PERSON: CONTACT TITLE: TELEPHONE: FAX: EMAIL: CONTRACTOR ADDRESS:	292,000.00 LAS POSITAS COLLEGE OR. JANICE NOBLE DEAN, SOCIAL SCIENCES 925) 424.1324 925) 456-0705 INOBLE@LASPOSITASCOLLEGE.EDU 8000 CAMPUS HILL DRIVE LIVERMORE, CA 94551
THIS CONTRACT, is hereby First 5 Alameda County ("Fir Las Positas College ("Contra	nade and entered into on this 1 st day of July, 2010 by and between 5"), an independent public agency of the State of California, and or").
Agreement including Exhibit	GREED that both parties will adhere to the provisions of this (Program Description and Performance Requirements), Exhibit B nent), Exhibit C (Insurance Requirements), and Exhibit D (HIPAA).
IN WITNESS WHEREOF, the mentioned above.	parties hereto have executed this Contract on the date first
Pamela Simms-Mackey, M.I Chair, First 5 Alameda Cour	Authorized Signature Contractor
Date	Date
	Tax Identification #94-1670563

CONTRACT NUMBER:

CONTRACT TERM:

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 \$292,000 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.

First 5 and Contractor shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fee, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of omission of either First 5 or Contractor.

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

First 5 and Contractor agree to mutually 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 contains 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 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 6).

Outcome 3B: "Increased ability to recruit and retain early care and education providers" (2009-2013 Strategic Plan, page 6).

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 (SPDC) will be hired by Las Positas 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 Las Positas College will continue to hire an AA Degree Professional Development Coordinator (AAPDC) to support students and program staff. In addition, Las Positas College will use First 5 funding to address current barriers ECE students face in accessing the college's support systems including: Math and English assessments, the counseling department and general education class offerings.

Enhanced Mentor Program Support

Las Positas College currently administers the Alameda Regional Mentor Program. This program coordinates the California Early Childhood Mentor Program activities conducted at four community colleges in Alameda County. In an effort to support this program First 5 initiated the Enhanced Mentor Program designed to strengthen and expand on the existing Alameda Regional program. To compensate for the additional work generated through the Enhanced Mentor Program, First 5 will provide funds to support an Enhanced Mentor Program Administrative Assistant at Las Positas College.

English Language Learner Program

The English Language Learner (ELL) Program was developed to lend focused academic and systems support to English Language Learners to improve student success.

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

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:

- 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, Las Positas
 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, basic skills workshops, etc) to address identified needs.
- 3. In coordination with Systems PDC and ELL PDC, share documentation of student needs and make specific recommendations to appropriate college decision makers (VP of Student Services, Dean, and Department Coordinator).

- 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 PDC and ELL PDC, 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 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 PDC supports on campus.
- 3. Track and identify students who enter the ECE workforce and report outcomes to First 5.
- 4. Coordinate existing college services to ensure greater accessibility and effectiveness for early childhood development students.

- 5. Improve articulation and regional reciprocity efforts among Community Colleges and four year institutions.
- 6. Support child development permit holders through the Verification of Completion (VOC) process.
- 7. Participate in the planning and implementation of at least one regional college conference.
- 8. Develop and submit quarterly action plans that address goals 1-4 (i.e. Systems PDC contracted activities 1-4 above), as identified in the contract. The template for this report will be provided by First 5. The initial action plans 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.
- 9. 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.
- 10. In coordination with the AA PDC and ELL PDC, share documentation of student needs and make specific recommendations to appropriate college decision-makers (VP of Student Services, Dean, and Department Coordinator).

3C. Contract Activities for Enhanced Mentor Program (EMP) Administrative Assistant

Contractor will employ an Enhanced Mentor Program Administrative Assistant to work towards the following First 5 outcomes and activities:

Outcomes:

- Improved quality of ECE programs receiving mentoring services
- Increased skills of Enhanced Mentors
- 1. Coordinate one meeting each semester with Alameda Regional Mentor Program and First 5 Enhanced Mentor Program (EMP).
- 2. Track placements made by the Regional Mentor Program. Provide copy of reports to California Mentor Program each semester.
- 3. Provide support to Enhanced Mentor Program trainings and workshops (registrations, name tags, sign in sheets, etc) and other duties as assigned by the EMP Manager.
- 4. Attend monthly Mentor Seminars. Provide administrative support to monthly Mentor Seminars including: sending reminder emails about the seminar, ordering food, preparing materials and handouts, setting up the meeting room, cleaning up the meeting room after the Seminar and other support duties assigned by the EMP Manager.
- 5. Be trained on and assume Enhanced Mentor Program placement procedure. Produce monthly report of placement status for EMP Manager's review.

- 6. Process Enhanced Mentor stipend paperwork including appropriate electronic and paper filing, sending letters, and faxing information to the California Mentor Program.
- 7. Support annual Mentor application process.
- 8. Provide data and support to Enhanced Mentor Program for placement incentives to community college instructors. Verify the placement of students with Mentors at the beginning of each semester. Provide a list of placements to the EMP Manager at the mid-point of each semester.
- 9. Provide data for California Early Childhood Mentor Program for quarterly and annual reporting.
- 10. Maintain a Mentor Profiles notebook. Provide updated copies of this notebook to the EMP Manager, community college instructors and College coordinators each semester.
- 11. Provide administrative and record keeping support to the EMP Manager.
- 12. Work at least one day per week at the First 5 office in San Leandro to support the Enhanced Mentor Program.

3D. Las Positas College will continue its commitment to the English Language Learners (ELL) program by continuing:

- 1. To provide office space for the ELL Professional Development Coordinator (ELL PDC).
- 2. To provide public access to the ELL PDC office space during the evening and on weekends.
- 3. To provide technology support to ELL PDC.
- 4. To provide the ELL PDC with the use of a telephone.
- 5. To provide the ELL PDC access to Las Positas College students, faculty, staff, and facilities.
- 6. To participate in meetings or communication as necessary with ELL PDC or F5AC.

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

- 1. Coordinating, implementing, and evaluating (in coordination with First 5 Eval and Tech) the English Language Learner program (including the Spanish speaking community) at Las Positas College.
- 2. Organizing course schedules, curriculum and materials for the ELL cohort in collaboration with Department Coordinator and Las Positas College staff and faculty.
- 3. 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).

- 4. Meeting regularly with relevant college staff including, but not limited to, the Department Coordinator, faculty, Deans and Professional Development Coordinators in order to assess and address ELL program progress and challenges.
- 5. Enrolling eligible ELL cohort students in the Corps AA Degree Program.
- 6. Identifying funding in order to sustain and institutionalize the cohort at Las Positas College.
- 7. Conducting outreach to the community and recruiting for future ELL program participants.
- 8. 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 (i.e. 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 (i.e. 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 participate in the evaluation process of the ELL PDC's work at Las Positas College.

3E. Contract activities for Las Positas College

- 1. Analyze existing college system to address identified barriers faced by students working towards AA degrees in early childhood development and develop support strategies and program models to address these barriers.
- Ensure students working towards their AA degrees in early childhood development 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 degrees in early childhood development have access to Math and English 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, Meeting and Reporting Requirements

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

a. All-Contractor 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 on the AA Degree Corps database
- f. Trainings on the use of the online reporting system.

Submit all reports according to the following chart: 5.

Reporting Requirements	Due Date
Finalized College work plan (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 (including special report replacing Federal Grant report for ELL Cohort) from July 1, 2010 – December 31, 2010 Expenditure Report for July 1, 2010 – December 31, 2010	January 31, 2011
Reports for each funded position covering activities (including special report replacing Federal Grant report for ELL Cohort)from January 1, 2011 – June 30, 2011 Expenditure Report for January 1, 2011 – June 30, 2011	July 31, 2011

Contractor will report via ECC Online when available.

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

Required information on all Corps AA degree Program applicants and participants must be entered into the Corps AA Degree Database.

Filing reports with Child Protective Services (CPS) / Child Care Licensing (CCL) 12.

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 a First 5 funded child care facility or home setting, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the reports should be filed by phone immediately and 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.

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.

It is expected that the Contractor will notify First 5 staff that a report to CCL and/or CPS was made. Notification will be made in writing within 24 hours of the report and shall contain no identifying information. This applies to program services that are funded by First 5 Alameda County.

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.

13. 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 <u>NOT</u> 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.

14. 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 providers 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 mutually with Contractor's designated employees and 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: Las Positas College

2. Term of Contract: July 1, 2010 - June 30, 2011

3. Terms and Conditions of Payment:

First 5 will pay Las Positas College a sum no greater than \$292,000.00 in the following schedule of payments 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, 2011 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.

If on-line reporting becomes available for the EMP Coordinator during the contract term, the reports must be submitted online. In the event online reporting is not available, hard copy reports must be submitted as outlined above.

Additional terms of payment include:

- a. Las Positas College will employ a full-time AA PDC and a full-time Systems PDC. 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. Las Positas College will employ a full-time Enhance Mentor Program (EMP)
 Administrative Assistant. The Assistant 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.
- c. Las Positas 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.

- d. 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.
- e. Contract funds may be used to purchase necessary equipment (including computers and computer equipment) to fulfill performance requirements listed in Exhibit A.
- f. A Professional Development Coordinator may not be assigned supervision duties over another Professional Development Coordinator or any other position funded by First 5.
- g. 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.
- h. 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.
- i. Las Positas College's contract includes \$10,000 for the implementation of the Our Focus the Child county-wide conference. The Systems PDC will be responsible for submitting invoices as outlined in the Reporting Requirements. The Budget and Expenditure reports will hold separate line items for PDC costs, EMP Administrative Assistant position costs, and the Our Focus the Child Conference costs.
- j. 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 Corps AA 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 for the following or evidence of self-insurance if appropriate:

- [X] 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
- [X] 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					Astrono	
SUBMITTE	о то:	Attn: First 5 Alameda 1100 San Leand San Leandro, C	iro Biv	/d., Suite	120		
PROGRAM	NAME	DESCRIPTION			DATES OF S	SERVIC	ES PROVIDED
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Contracto	r or Organiz	zation Name (Make	cneck	out to)			
Contact -	First Name	•	Conta	ict – Last I	Name		
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2010-11 Professional Development Coordinator Accountability Matrix (all colleges and PDC)

ECC Goal: SUPPORT PROFESSIONALS TO PROVIDE HIGH QUALITY SERVICES for CHILDREN 0-5 AND THEIR FAMILIES

ECC OUTCOME 3A - Increased knowledge, skills and capacity of providers who serve children 0 to 5

ECC OUTCOME INDICATORS

1. Proportion of Corps AA students applying for first time Permit and for higher level Permits

2. Proportion of Corps AA students who enroll and complete an ELL course successfully within 2 years 3. Proportion of Corps AA students who complete ELL, Basic Skills and/or General Education courses within 2 years 4. Proportion of Corps AA students who complete AA degree within 4 years

PPOCEAM OUTCOME #1: NOREASED NUMBER OF AA I	DEGREE CORPS MEMBERS WHO COMPLE	AA DEGREE CORPS MEMBERS WHO COMPLETE THE AA DEGREE OR BECOME TRANSFER READY
STRATEGIES	PERFORMANCE TARGET	REPORTING MEASURE (DATA SOURCE: ECC Online,
		unless specified otherwise)
1 a Advise Corps AA students at least once/vear	At least 80% of Corps AA students are	 Number of new and returning Corps members
through weekly office hours, appointments and	advised once/year	(Corps database)
phone calls		 Number of Corps members advised by type of
		advising
		 Number of students referred to supports by type
1 h Meet with college counseling department	Twice/vear	Met not met
representatives at least twice/year to coordinate		 Results of meetings with counseling department
Student Education Plans and advising for Corps AA		
degree students		

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<u> </u>	Program Outcome #2: Increased Education L Strategies		EVELS AND CORPS ENROLLMENT OF NON-CORPS ECE STUDENTS OR PROVIDERS PERFORMANCE TARGET unless specified otherwise)
2a.		Minimum 15-20 sites/semester off campus and other community events for Ohlone and LPC	Met not metDocumentation of outreach efforts
	development centers and family child care providers, not previously enrolled in the AA Degree program.	Minimum 10 sites/semester off campus and other community events for Chabot and Merritt	
		Classroom presentations in all ECE classrooms	
2b.	o. Develop productive outreach strategies for Corps AA Degree Program		 Documentation of productive strategies
2c.		Quarterly meetings	 Documentation of the results of meetings
2d.		50% of TA appointments result in new permits, upgrades or renewals	 Number of new, upgraded or renewed permits (Corps database, VOC permit data)
. 5e.	₽ % ₽	Once/semester	 Number of students advised by type of 1A Percent of students receiving TA twice per year Number of students referred to additional supports by referral type Number of professional development plans completed for non-Corps members Number of new Corps members
2f.	f. Process and approve Corps AA degree program applications		 Number of new Corps applications processed Number of renewed or upgraded Permits

ECC Goal: SUPPORT PROFESSIONALS TO PROVIDE HIGH QUALITY SERVICES for CHILDREN 0-5 AND THEIR FAMILIES

ECC OUTCOME 3B - Increased ability to recruit and retain ECE providers

ECC OUTCOME INDICATORS

1. Proportion of ECE providers enrolled in Corps as a result of community-based presentations or center-based outreach activity 2. Proportion of Child Development Corps members returning from the previous year(s)

PROGRAM OLITCOME #1: IMPROVED INSTITUALIZA	ATION OF SYSTEMS THAT INCREASE TH	ATION OF SYSTEMS THAT INCREASE THE ATTAINMENT OF AN AA DEGREE IN ECE
STRATEGIES	PERFORMANCE TARGET	REPORTING MEASURE 1 (DATA SOURCE: ECC Online, unless specified otherwise)
1.a. Develop a plan to implement the following goals: Develop and/or implement new cohorts and learning communities Identify funding resources and strategies to institutionalize the student supports on campus Coordinate college services to ensure greater accessibility and effectiveness for students Improve articulation and regional reciprocity efforts among community colleges and four-year institutions	Due August 31, 2010 with quarterly updates	 Met not met Action plans and cohort program summaries List possible funding sources and funding secured
1.b. Continue to improve and implement Spanish and ELL Cohort Programs (Chabot and Las Positas Colleges, only) Recruit students Support students to develop an education plan Enroll eligible students in the Corps AA program Conduct one cohort meeting per semester Provide tutoring for students on campus as needed Ensure student access to Math and English assessments	Minimum of 20 students participate in cohort 80% of ELL cohort students complete ECE core units within 2 years	 Met not met Number of students enrolled in cohort Number of cohort members advised by type of advising Number of students referred to additional supports by referral type Number of cohort students with a completed student education plan Number of new students enrolled in Corps, applying for new or renewing permits Number of ECE core units completed Number of students participating in tutoring Summary of challenges and strengths of cohort

Additional Control of the Control of		
		containing to the second of th
1.d. Plan and implement regional college conference for students	One/year	 Met not met Number of providers attending by type provider Description of the conference and impact on educational systems
Documents to be submitted: Action Plan and cohort p	t program summaries by August 31, 2010 and submit quarterly updates.	and submit quarterly updates.

Every Child Counts

First 5 of Alameda County

Early Childhood Development Department

Business, Computing, Applied Technology, Social Sciences, and Health Sciences (BCATSS)

Summary Discussion Points
March 30, 2010

1. Purpose of Grant Contract:

"...create(d) 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.

... create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development."

"Support professionals to provide high quality services to children 0-5 and their families."

"Increased knowledge, skills, and capacity of providers who serve children 0-5 and their families."

"Increased ability to recruit and retain early care and education providers." (First 5 Alameda County Contract for Services 2010 - 11, p. 9)

2. Summary of Program Activities:

- A. Increase enrollments in AA Corps and non-AA Corps through integration of student support services based on documented student needs;
- B. Address systemic barriers that decrease student success in entering and completing course work leading to AA degree and transfer readiness;
- C. Coordination of student mentoring activities and skill enhancement of mentors
- D. Address special populations such as English Language Learners (ELL) in achieving success in program completion.

3. Current Grant Funded Positions:

- A. Associate of Arts Degree Professional Development Coordinator (AAPDC) Christie Verarde
- B. Systems Professional Development Coordinator (SPDC) Jeanne Virgilio
- C. Enhanced Mentor Program Coordinator –(EMPC) Valerie Ball