

AGREEMENT FOR SERVICES
Subaward No. DSFRC-CALGRIP-0710-001

The parties to this Agreement are Davis Street Community Center, Inc ("Lead Agency") and Chabot College ("Contractor").

The parties agree as follows:

1. STATEMENT OF SERVICES TO BE PERFORMED

The services to be performed by the Contractor under this Agreement are as described in Attachment A, which is fully incorporated by reference herein.

2. PAYMENT FOR SERVICES TO BE PERFORMED

The Lead Agency agrees to pay up to the total sum of \$149,280 to the Contractor for the services to be performed as described in Attachment A. Upon receipt of a signed agreement, the Contractor may invoice the Lead Agency in accordance with Attachment A. The invoices must reference the Agreement number and be signed by the Contractor's chief financial officer or designee.

3. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Davis Street Community Center, Inc. (Lead Agency) and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of Contractor and/or its employees or agents in their performance of this Agreement. The Lead Agency shall indemnify, hold harmless and defend Contractor and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of Davis Street Community Center, Inc, Lead Agency and/or its employees or agents in their performance of this Agreement.

4. NON-DISCRIMINATION

Contractor agrees to comply with all applicable, federal, state and local laws during the performance of this Agreement including, but not limited to, the anti-discrimination requirements set forth in Attachment B which is fully incorporated by reference herein.

5. TERM OF AGREEMENT

The period of performance for this Agreement is July 1, 2010 through June 30, 2012.

6. DRUG-FREE WORKPLACE

Contractor shall comply with the Drug-Free Workplace Act of 1988, Title 45, Code of Federal Regulation. Contractor is making the certification required by the Drug-Free Workplace Act, a copy of which is attached to and made a part of this Agreement as Attachment C.

7. INSURANCE

Contractor shall maintain policies of general liability insurance and property and casualty insurance during the performance of the Agreement.

- A. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- B. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- C. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

Comprehensive General Liability and Comprehensive Automobile Liability insurance policies required by this Agreement shall name "Davis Street Community Center, Inc, Lead Agency" as an additional insured with respect to work being performed.

Contractor agrees to provide all required certificates of insurance to the Lead Agency prior to the commencement of any work under this Contract.

The Lead Agency and Contractor agree that the specified coverage or limits of insurance in no way limit the liability of the Contractor. Contractor shall obtain written agreement on the part of each insurance company to notify Davis Street Community Center, Inc, Lead Agency at least thirty (30) days prior to cancellation or nonrenewal of any such insurance.

8. TERMINATION

The Lead Agency may terminate this Agreement and be relieved of its obligation hereunder upon two weeks written notice to the Contractor at the Contractor's last known business address. In the event of such termination, the Lead Agency shall pay Contractor for all goods or services provided to the Lead Agency as of the date such notice is received.

9. SEVERABILITY

If any of the provisions of this Agreement are deemed unenforceable, it shall be severed from the remainder of the Agreement, which in its entirety shall continue in full force and effect.

10. ENTIRE AGREEMENT/AMENDMENTS

This is the entire Agreement between the parties and can be modified only by a written amendment signed by all of the Parties. The Agreement includes the following Attachments: A) Statement of Work; B) Nondiscrimination; and C) Drug-Free Workplace.

12. ASSIGNMENTS AND DELEGATIONS

Neither party may assign its benefits nor delegate its duties under this Agreement in whole or in part without the prior written approval of the other.

13. NOTICE

Any notice requirement to be given under this Agreement shall be deemed sufficient if deposited in the United States mail, with proper postage affixed, and addressed to the appropriate party at the address appearing below.



DAVIS STREET
FAMILY RESOURCE CENTER

helping others help themselves

AUTHORIZED SIGNATURES:

Davis Street Community Center, Inc
3081 Teagarden St.
San Leandro, CA 94577
(510) 347-4620

Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545

X
Printed Name: Rose Padilla Johnson

X
Printed Name: Celia Barberena, Ph.D.

Executive Director
Title

President, Chabot College
Title

Date

July 20, 2010
Date

ATTACHMENT A

Statement of Work for CALGRIP Implementation: East Bay Teacher Pathway Project

Background

California is projected to need upwards of 33,000 new mathematics and science teachers in the next ten years. The demand for credentialed teachers in these fields is significantly higher than the supply of fully qualified candidates. Many career-training programs focus on short-term outcomes that may result in immediate jobs without longer-term career prospects, or conversely focus on achieving longer-term goals that do not provide immediate stable employment. Our initiative addresses both by providing stable employment throughout the course of their studies through also addressing the great need for after school workers in California.

East Bay Teacher Pathway Program (EBTP) targets young adults ages 17-24 who are at-risk of gang involvement, gang involved or current gang members. The program establishes a teaching career pathway that provides postsecondary instruction, student support services and employment in local afterschool program, giving youth a positive and attractive alternative to gang life.

The East Bay Teacher Pathway Project (EBTP) will operate in and particularly target the most disadvantaged communities within the unincorporated areas of Alameda County of the Bay Area region where gang activity prospers, an HIGAA (high impact gangs) county.

The targeted communities in this project are gang-impacted communities stretching from the Oakland border in East Oakland down to Fremont on the southern boundary of Alameda County to include: 1) San Leandro; 2) San Lorenzo; 3) Hayward; 4) Union City; 5) Newark; and 6) Fremont. These communities are largely composed of African American and Latino populations. As of April 2010, the unemployment rate in the Oakland-Hayward-Fremont area of Alameda County is currently 11.4%.

Each partner in the collaboration will provide services and resources as appropriate to their core programs.

Collaborative Partners

Partner responsibilities

Partners include:

- Davis Street Family Resource Center
- Chabot College
- Alameda County Workforce Investment Board (ACWIB)



- Hayward Unified School District
- San Leandro Unified School District
- California State University, East Bay
- Alameda County Office of Education (ACOE)
- California School Age Consortium (CalSAC)
- David & Lucille Packard Foundation
- Boys & Girls Club of San Leandro
- Bay Area Community Resources (BACR)

DSFRC is the lead agency on the partnership. Our responsibilities include:

- Oversight, planning, development and coordination of collaborative
- Development and implementation
- Fiscal oversight, invoicing and payments to subcontractors
- Selection, hiring, and supervision of Student Support Specialists—case managers for student/interns. Providing all support services and coordination of services at DSFRC, Chabot, and with job placement. This includes but is not limited to: emergency food/ clothing, transportation funds, employment support, housing support, counseling and other social service support

Chabot College is the lead educational institution. Their responsibilities include:

- Project development and implementation
- Coordination with enrollment, registration and financial aid applications for all students/interns
- Priority processing of financial aid applications for all students/interns
- Development, coordination and provision of curriculum, classes and educational aspects of the program
- Articulation of students from Chabot to CalState East Bay

Alameda County Workforce Investment Board (ACWIB) provides evaluation, project oversight and demographic and other data collection for the project. They will be utilizing their expertise on behalf of the project to handle enrollment into the WIA system, participant tracking, and reporting.

California State University, East Bay provides guidance and support to students to articulate to the CalState system successfully. They work with Chabot College to ensure curriculum match. They provide teacher training and support to students in developing their skills in working with youth.

Alameda County Office of Education (ACOE) provides program development and planning, system tools for recruitment, selection, and support of student/ interns, connection to the school districts and county schools.



California School Age Consortium (CalSAC) provides youth development training and support to the student/interns. They prepare student/interns to begin working in after-school settings.

Specifically, California School Age Consortium (CalSAC) will providing an initial (20) hours training at the beginning of the program before the Bridge program begins so that students will be ready to interview successfully and be placed in after school employment. They will conduct ongoing training throughout the grant period. CalSAC will also continue to develop relationships with our after school partners and assist in placement of our participants with those employers.

David & Lucille Packard Foundation provides project development and support.

School districts will help with recruitment of student/ interns. The school districts may provide after-school job placements.

- Hayward Unified School District
- San Leandro Unified School District

After-school providers will provide employment for the student/ interns beginning in the fall 2010.

- Boys & Girls Club of San Leandro
- Bay Area Community Resources (BACR)

Bay Area Community Resources (BACR), San Leandro Unified School District, and Boys and Girls Club of San Leandro have each committed (20), (10), and (10) spots respectively.



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ATTACHMENT B
FAIR EMPLOYMENT AND HOUSING ACT

During the performance of this Agreement, Contractor and all of its subcontractors, if any, shall not deny this Agreement's benefits to any person on the basis of religion, color, race, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee of applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 1113511139.5) and the policies adopted by the California State University, East Bay, Lead Agency to complement such article.

Contractor and its subcontractors, if any, shall give notice of their obligations under this clause to labor organizations which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all if any, to perform work under this Agreement.

ATTACHMENT C

SUBCONTRACTOR DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the regulation implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by subcontractors of the Davis Street Community Center, Inc, Lead Agency that they will maintain a drug-free workplace

The subcontractor certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will take against employees for violation of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) The subcontractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to engaged in the performance of the subcontract be given copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (5) Notifying the Davis Street Community Center, Inc, Lead Agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ACCEPTANCE:

In accordance with the subcontract, I hereby understand that a drug-free workplace will be provided according to the requirements described above.

EXHIBIT B

SCOPE OF WORK

Term of Contract: July 1, 2010 – June 30, 2012

Agency/ Institution: Chabot-Las Positas Community College District – Chabot College

Address: 25555 Hesperian Blvd., Hayward, CA 94545

Contact Person: Dr. Susan Tong

Phone: (510) 723-6674

Project Name: East Bay Teacher Pathway Project

PROJECT GOALS AND OBJECTIVES

East Bay Teacher Pathway Program (EBTP) identifies young adults ages 17-24 who are at-risk of gang involvement, gang involved or current gang members. The program establishes a teaching career pathway that provides postsecondary instruction, student support services and employment in local afterschool program, giving youth a positive and attractive alternative to gang life.

The East Bay Teacher Pathway Project (EBTP) will operate in and particularly target the most disadvantaged communities within the unincorporated areas of Alameda County of the Bay Area region where gang activity prospers, an HIGAA (high impact gangs) county.

Davis Street Family Resource Center will select students to participate in the program. The students will enroll in Chabot College with their cohort, receive assistance with financial aid, and receive social and academic support during their time at Chabot College. They will be trained in best practices for service in after-school programs and when possible they will be placed in jobs at selected after-school sites. Upon successful completion of the program students will receive their AA Degree with a certificate as a Teacher Assistant and receive support and guidance to transfer to CSU East Bay in the Teacher Training Track.

MAJOR ACTIVITIES

Chabot College is the lead educational institution. Their responsibilities include:

- Project development and implementation
- Coordination with enrollment, registration and financial aid applications for all students/interns
- Priority processing of financial aid applications for all students/interns
- Development, coordination and provision of curriculum, classes and educational aspects of the program
- Articulation of students from Chabot to Cal State East Bay

PERFORMANCE MEASURES

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT use evaluation tools that consist of a client intake interview, follow-up with subsequent visit(s) and re-certification, and documentation of frequency of visits. To track this grant's outcomes, Subrecipient will monitor students' status and/ or other program areas. The performance measures are:

1. At least fifty (50) participants will be enrolled in the East Bay Teacher Pathway Program.
2. At least fifty (50) participants will enter a bridge program and 47 will complete the bridge program.
3. Thirty-three (33) participants will attain an AA degree.
4. Forty-one (41) participants will be employed in an after-school workforce program.

TIMELINES

(subject to change per agreement with CalGrip/ EDD)

Year One: 2010-11

By October, 1, 2010, Chabot College will have accomplished:

- At least 47 students completing an 8-week Bridge Program beginning August 16, 2010
- Enrolling students in courses for the Fall 2010 semester
- Enrolling eligible participants' children in available spaces at Chabot's Children's Center
- Submitting financial aid applications for eligible participants

By January 1, 2011, Chabot College will have accomplished:

- Priority processing financial aid applications and distribute awards to eligible EBTP participants
- Enrolling participants in courses for the Spring 2011 semester
- Two EBTP cohorts complete their first semester

By April 1, 2011, Chabot College will have accomplished:

- Providing financial aid workshop assistance for FAFSA applications
- Beginning enrollment for summer session and fall semester 2011

By July 1, 2011, Chabot College will have accomplished:

- Providing a STEM Summer Institute, pending additional funding from other sources
- Two EBTP cohorts complete their second semester

Year Two: 2011-12

By October, 1, 2011, Chabot College will have accomplished:

- Enrolling all students in courses for the Fall 2011 semester

By January 1, 2012, Chabot College will have accomplished:

- Two EBTP cohorts complete their third semester
- Priority processing financial aid applications and distribute awards to EBTP participants
- Enrolling participants in courses for the Spring 2011 semester
- Provide transfer assistance workshops to all students

By April 1, 2012, Chabot College will have accomplished:

- Providing financial aid workshop assistance for FAFSA applications
- Enrolling participants in courses for the Summer 2011 semester
- Working with CSUEB to transfer students from both cohorts to CSUEB

By July 1, 2012, Chabot College will have accomplished:

- Completing transfer of two EBTP cohorts to CSUEB

PAYMENTS, REPORTS AND MISCELLANEOUS

Payments will be made in accordance with the funding and reporting timeline and process per the CALGRIP/EDD contract.

Agency must submit Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.

EXHIBIT B

BUDGET		
Chabot College		
Davis Street Family Resource Center – Lead Agency		
Personnel Costs:		
	Faculty instruction in PACE program courses for CalGRIP cohort of 13.5 units of instruction each semester	\$133,000
	Dedicated financial aid specialist for priority processing financial aid applications for CalGRIP cohort students	\$13,000
	Financial Aid Outreach workshops for CalGRIP students that inform students of financial aid and scholarship opportunities and provide assistance in filling out the FAFSA	\$2,000
Non-personnel costs: Educational Assessment Costs (Wonderlic: \$20 per test x 60 students x 2 times per year x 2 years = \$4,800)		\$1,280
Other (describe):		\$
TOTAL BUDGETED		\$149,280
TOTAL AMOUNT AWARDED		\$149,280
BALANCE		\$149,280