

AGREEMENT FOR SERVICES

Sub award No. _____

The parties to this Agreement are Chabot College ("Lead Agency") and the Growth Sector ("Contractor"), regarding subcontracting services for the Summer Youth Sport program at Chabot College that provides support for 150 youth. The collaboration is between the two organizations so Growth Sector can run a stem component during the SYSP at no cost to Chabot College program.

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. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Chabot College 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 Chabot College and/or its employees or agents in their performance of this Agreement.

3. 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.

4. TERM OF AGREEMENT

The period of performance for this Agreement is June 17, 2013 through July 19, 2013, pending renewal of annual funding.

5. 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.

6. 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 Chabot College at least thirty (30) days prior to cancellation or nonrenewal of any such insurance.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

Growth Sector
1255 Allston Way
Berkeley, CA 94702
(510) 845-9010

X
STEM Fellows Manager
Growth Sectors

Chabot-Las Positas CCD
7600 Dublin Boulevard, 3rd Floor
Dublin, CA 94568
(925) 485-5203

X
Lorenzo S. Legaspi
Vice Chancellor, Business Services

Attachment A

Statement of Work for SYSP Program

I. BACKGROUND

Growth Sectors administers multiple Summer STEM institutes throughout the summer period at different academic sites in California.

Growth Sector will train 18 STEM fellows to provide STEM curriculum twice a week during the SYSP Program in summer 2013. The date and time will be Tuesday and Thursday from 1-4pm.

Growth Sector will provide all materials and academic support to make the STEM Class accomplish all objectives.

II. CHABOT COLLEGE RESPONSIBILITIES

SYSP Program - The SYSP program is a summer program that provides youth from the local communities to experience different sports at Chabot College. The program is in its 13 year and enrolls up to 150 youth at no cost for five weeks.

(a) During the term of this Agreement, Chabot College shall enter into a subcontract to support growth sector in the following

(c) Chabot College agrees to:

1. Train staff STEM Fellows in SYSP Staff training of Management of students. .
2. Provide Facility for the use of STEM Classes.
3. To make sure that all participants are on time and ready to attend classes
4. To provide a supervisor to assist in the check in and checkout of students
5. To provide a supervisor to assist with STEM program logistical issues.
6. To provide a supervisor to assist with student discipline.

III. GROWTH SECTOR RESPONSIBILITIES

Growth Sector agrees to:

- (a) STEM Fellows Manager: At least 1 FT OST staff member must be assigned to manage Fellows. This includes but not limited to confirming schedules, locations, and ensuring all Fellows have been properly briefed in regards to emergency policy and procedures.
- (b)
- (c) On-Site Manager: At least 1 OST staff must be assigned to provide onsite support. This can be the STEM Fellows Manager provided this person is onsite during all STEM workshops. Alternately, the STEM Fellows Manager can assign a PT OST staff member to the role of On-Site Manager.
- (d)
- (e) The STEM Fellows Manager and On-Site Manager should be accessible to STEM Fellows via phone, email, and/or in person during program hours.

- (f) Will hire and Supervise 18 STEM fellows to provide the direct service to SYSP students on Tuesday and Thursday starting June 18, 2013.
- (g) Will provide age appropriate STEM curriculum

Growth Sector will provide science kits that include all of the necessary materials needed to implement the STEM Fellow activities with approximately 25 children. STEM Fellows will be responsible for ensuring all materials are at their sites and will communicate with their STEM Fellows Manager should they need additional materials

IV. RECORD RETENTION

All records must be retained for three years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the subcontractor level, but must be available for review for three years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to the FSP.

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.