



Early Childhood Development Course

CAPE, Inc.

Presented to:

Aida White
Support Services Manager
CAPE, Inc.

Submitted by:

Sara Parker, Ph.D.
Dean, Social Sciences

**Early Childhood Development
Social Sciences Division
Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545
510.723.6670**

Early Childhood Development

This proposal covers the instructional cost for 1, 3 unit ECD course *and* student registration fees. It does not include the cost of textbooks for students, which are the responsibility of CAPE.

ECD 67 - Infant and Toddler Development and Caregiving

A study of infants and toddlers from preconception to 36 months including physical, cognitive, language, social, and emotional growth and development. Applies theoretical frameworks to interpret behavior and interactions between heredity and environment. Examination of best practices, responsive caregiving techniques, environments, infant/toddler learning foundations, health, safety, and licensing requirements. 3 hours

PROGRAM AND COST ELEMENTS

I. Instruction

ECD 67 Infant and Toddler Development and Caregiving, 3 units, 52.5 hours

II. Customized Curriculum Design

- Prior to instruction, instructor will confer with client to determine specific needs/usage and provide course syllabus to client

III. Materials

- Selected articles and readings to be provided for each participant

IV. Instruction Parameters

- 3 unit instructional course providing a maximum of 54 hours of lecture time
- Participants will be enrolled as Chabot College students and will receive college credit

V. Venue

- Instruction will be delivered on the Chabot College campus.

VI. Training Delivery Schedule

- Schedule determined upon mutual consent of District and Client:
3 unit course will be held for 6 hours a week, Saturdays for a total of 8.5 weeks (54 hours).

Schedule: March 11-May 20, 2017

VII. Payment Schedule

Chabot College Social Sciences will invoice Client at the conclusion of instruction for the course **and** 3rd party billing will invoice Client to collect student registration fees, dependent on the number of students enrolled and the category under which they enroll.

ECD 67 3 units \$8,000.00

Registration fees are dependent on the number of students enrolled and the category under which they enroll. For fee structure see: *TBD*
<http://www.chabotcollege.edu/admissions/fees/>

<h2>Contract Services Agreement</h2>

This agreement is entered into by and between the **Chabot-Las Positas Community College District (District)**, and **CAPE, Inc. (Client)**, to provide instruction and/or services described in this agreement.

A. PROGRAM TITLE: ECD Course

B. DISTRICT AGREES TO PROVIDE:

1. Qualified instructors/consultants to be supervised and paid by the District.
2. A service delivery schedule as mutually agreed upon and documented in Attachment A that is responsive to Client, employees, District, instructors, consultants, and facility availability.
3. Necessary materials to deliver services.
4. Such administrative services as are necessary to administer program delivery and the provision of this contract.
5. Invoices for all services rendered according to the payment schedule referenced in Attachment A.

C. CLIENT AGREES TO:

1. Reimburse the District for those services as identified in Section VII.
2. Pay District's invoices, which are due on a 30-day net basis. Late charges of 1-1/2 percent per month will be assessed for payment not received within thirty-five days of the invoice date.
3. Provide facilities and audio-visual and presentation equipment.

D. HOLD HARMLESS AGREEMENT:

District and Client agree to hold each other, their agents, officers and employees harmless from any and all damages to property and persons resulting from each other's actions, errors or negligence in connection with the activities described in this agreement.

E. GENERAL CONTRACT TERMS AND CONDITIONS:

1. Services will generally be delivered at facilities on Client premises unless otherwise arranged.
2. College credit will be awarded when appropriate to successful students as determined solely by the District.
3. Either party may terminate this agreement with thirty (30) days written notice between those parties who sign this agreement. In the event of termination, Client agrees to reimburse District for costs incurred.
4. In case of rescheduling, or canceling of services already scheduled, the Client will notify the District no less than fourteen (14) days prior to the action. If fourteen (14) days notification is not made, Client will be responsible for fifty percent of contract amount for notification up to seven (7) days prior to commencement of scheduled service. Thereafter, the Client will be responsible for full payment of contract fees if cancellation or rescheduling is made.
5. Client agrees not to enter into competitive agreement with instructors or consultants from the Chabot-Las Positas Community College District from the date of this agreement, until two (2) years after the termination of this agreement. It is agreed that the instructors and consultants furnished by the District are made possible only by a substantial investment in advertising, recruiting, testing and training of personnel. In consideration of the time and expense invested in these personnel, it is agreed that the Client will not solicit for hire District instructors or consultants while they are still associated with the District, and for two (2) years after termination of association with the District. Client agrees to pay a placement fee of \$10,000 for every District instructor or consultant Client hires.
6. It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of the Chabot-Las Positas Community College District, or any of the officers or employees thereof by virtue of this agreement.
7. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto.
8. Without the written consent of the District, this agreement is not assignable by the agency in whole or in part.

F. CONFIDENTIALITY:

The District understands that in the performance of this contract, the District is not to include discussions of information, which may be considered proprietary or confidential either by any organization or a third party. The District understands that Client non-solicitation policy prohibits promotion or solicitation of products or services not associated with Chabot-Las Positas Community College District during the program. The District warrants that items that are used or distributed during the service delivery are original work or no portion of these items violates copyright protection or similar right of any third party.

G. INTELLECTUAL PROPERTY

The copyright to all materials produced, as a result of this agreement shall belong to the instructor or consultant and the District. Client may not use, copy or modify materials without the expressed

written consent of the District. Client acknowledges that any content provided under this Agreement is the property of the instructor or consultant and the District and that Client has no right in any of the content except those expressly granted by this Agreement.

H. COMPLIANCE WITH LAWS AND REGULATIONS:

1. District at its own expense shall comply with all laws, rules and regulations of competent public authority relating to its duties, obligations and performances under this contract, and shall procure all licenses and pay all fees and other charges required thereby. District shall comply with Executive Order 11246, relating to Equal Employment Opportunity, and all rules and regulations issued pursuant thereto.
2. Instructor/Consultant agrees not to discriminate in the selection of any student/participant to receive instruction or consultation or otherwise impermissibly discriminate against a student/participant on account of sex, ancestry, age, marital status, race, religious creed, mental disability, medical condition (including HIV and AIDS), color, national origin, physical disability, family or sexual preference status and other similar factors in compliance with Title IX, Sections 503 and 504 of the Rehabilitation Act.

IN WITNESS THEREOF, THE PARTIES HEREBY EXECUTE this Agreement on the day and year written below.

I. Chabot-Las Positas Community College District

Cape, Inc.

By: _____
(Signature)

By: Rosemary Almand
(Signature)

Name: Lorenzo Legaspi

Name: Rosemary Almand
(Please Print)

Title: Vice Chancellor, Business Services

Title: Executive Director

Date: _____

Date: 1-20-17

Federal Tax ID #: 94-1670563