



AGREEMENT WITH SAN MATEO CCD FOR PROVISION OF CHILD CARE SERVICES

Student's Name:

Provider's Social Security #:

This Agreement, made and entered into this _____ day of _____ is by and between the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT and _____ ("PROVIDER").

WHEREAS, DISTRICT has been awarded a grant from the California State Chancellor's Office to implement a(n) _____ Program at _____

WHEREAS, the _____ program is currently serving _____ child or children of eligible students enrolled at _____, who might otherwise have difficulty continuing their education; and

NOW, THEREFORE, in consideration of the conditions contained herein, the parties hereby agree as follows:

1. DISTRICT SHALL:

Pay PROVIDER for child care services based on hours student (parent) is in class with the time allotted for transportation to and from _____, including study and work time when approved, in accordance with signed monthly timesheet to be submitted by PROVIDER. The _____ program will not pay for holidays. The student (parent) is allowed a maximum of eight (8) paid sick days per term to be recorded on the timesheet/invoice.

2. PROVIDER SHALL:

- A. Provide child care services in accordance with established State of California regulations governing child care.
- B. Sign and complete Provider section of Child Care Need Determination form, Parent-Provider Contract Agreement, and monthly Child Care Attendance Sheet/Invoice.
- C. Submit a copy of social security card, a W-9 with contract, and driver license or photo I.D.

3. HOLD HARMLESS CLAUSE:

- A. PROVIDER shall indemnify and save harmless the DISTRICT, its officers, agents, employees, and servants from all claims, suits or actions, kind of description, brought for or on account of, injuries to or death of person or damage to property resulting from the performance of any service required by this agreement, its officers, agents, employees and/or servants.
- B. The duty of PROVIDER to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in section 2778 of the California Civil Code; provided, however, that nothing herein shall be constructed to require the PROVIDER to indemnify the DISTRICT, its officers, agents, employees and servants against any responsibility of liability in contravention of Section 2782 of Civil Code.

4. TERMINATION:

This AGREEMENT may be terminated by either party with 24 hour notice and in any case shall not extend beyond: _____ Date:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the first day written above.

PROVIDER

Print/Type Name:

Signature:

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By:

Title:

CHILD ABUSE REPORTING

It is my understanding that Section 11166.5 of the California Penal Code requires that any child care custodian who enters into employment after January 1, 1985 acknowledge that Section 11166.5 requires child care custodians, medical practitioner, non-medical practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

It is my further understanding that teachers, administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private schools are considered to be child care custodians.

I hereby acknowledge the provisions of Penal Code Section 11166.5 and will comply with its provisions.

Provider's Print Name:

Provider's Signature: