

AGREEMENT FOR EDUCATIONAL SERVICES

This Agreement For Educational Services (“Agreement”) is entered into by, between and among the **Tri-Valley Community Foundation (“TVCF”)** and the Chabot-Las Positas Community College District for **Las Positas College (Contractor”)** in Pleasanton, California for the period May 1 through September 30, 2009.

This Agreement is attached to and incorporates by reference the Memorandum of Understanding between TVCF and Contractor. Pursuant to these agreements between TVCF and Contractor, Contractor has agreed to provide certain local educational and training services to at-risk youth (“Participants”) as described in those documents in exchange for compensation also described in the documents.

Contractor hereby agrees to provide educational services described in Attachment I hereto (the “Services”) for a minimum of 40 at-risk youths between the ages of 17 and 24 years of age. TVCF will pay Contractor \$42,240 to provide educational Services , employment training and job placement to these Participants beginning on May 1, 2009 and continuing through September 30, 2009. TVCF will be the employer of record for all participants and will pay up to \$1,600 plus associated costs per enrolled youth.

Contractor shall at all times act as an independent contractor for TVCF. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties or as a limitation upon the TVCF discretion to terminate this Agreement as provided herein. Contractor further agrees to be solely responsible for all of Contractor's employee costs including, but not limited to, federal and state tax withholding, social security, liability insurance, worker’s compensation insurance and other benefits.

Contractor agrees to defend, indemnify and to hold harmless TVCF, their officers, employees and agents, from and against all claims, suits, demands, losses, damages, costs, liability or judgments arising out of, relating to, or in any way connected with Contractor’s performance of Services.

Contractor shall at all times during the term of this Agreement maintain in force those insurance policies, including but not limited to workers compensation and liability policies, and bonds required of TVCF by WIA.

For a period of five years after the furnishing of Services pursuant to this Agreement, Contractor shall make available, upon request, to the Federal and/or California government or any of their duly authorized agents, all books, documents and records necessary to verify the nature and extent of Services performed under the Agreement and related costs and payments. Financial records pertaining to this Agreement shall be available for audit 90 days after final payment under this Agreement and shall be retained and available for audit purposes for five years after final payment for Services.

Termination of the Agreement: TVCF may terminate this Agreement at any time without notice upon a material breach of the terms of this Agreement and/or in the event that TVCF determines that Contractor’s performance under the Agreement is substandard or unsatisfactory. The specific actions by the Contractor which shall constitute a material breach of this Agreement include, but are not limited to:

- a) Noncompliance with the applicable laws, regulations or guidelines
- b) Submission of false, misleading or erroneous information to TVCF
- c) Failure to maintain records
- d) Violation of regulations creating imminent danger to the health of youth

Termination for Convenience:

- a) This agreement may be terminated for any or no reason by TVCF upon giving sixty (60) calendar days written notice to Contractor.
- b) Upon the termination of this Agreement for any reason, TVCF shall only be obligated to compensate the Contractor for actual allowable costs of performance in accordance with this Agreement through the date of termination.
- c) TVCF may also terminate this Agreement upon ten days written notice to Contractor in the event that federal funding of the Workforce Investment Act Program is ended, or substantially decreased causing a reduction in the overall ceiling of service to at-risk youths in the Tri-Valley area.

TVCF agrees that all payments to the Participants of this program for work performed during the internship phase shall be made by TVCF or its designees directly to the Participants and that TVCF or its designees shall be responsible for all federal and state withholding and other costs incurred fulfilling this obligation

WE THE UNDERSIGNED, HAVE READ AND AGREE TO FOLLOW THE TERMS OF THIS CONTRACT AND ALL WORKFORCE INVESTMENT ACT PERFORMANCE STANDARDS.

CONTRACTOR

Chabot-Las Positas Community District

Tri-Valley Community Foundation

By: _____

By: _____

Lorenzo Legaspi

David Rice,

Title: Vice Chancellor, Business Services

Title: President

Date: _____

Date: _____

This program is operated in accordance with U.S. Department of Education policy, which does not permit discrimination because of race, color, sex, age, handicap, or national origin.

More information may be obtained here or from the office of Equal Opportunity, Washington, D.C. 20250.

Memorandum Of Understanding

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The Following Services to be performed by Las Positas College under this Agreement for at-risk youths will be monitored regularly by TVCF staff in compliance with Workforce Investment Act standards.

Requirement	Responsible Party	Monitored
<p><u>General</u></p> <p>Performance Standards:</p> <p>Comply with Workforce Investment Act Standards</p> <p>Recruitment</p> <p>Recruit eligible youth for SYEP</p> <p>Enrollment</p> <p>Enroll 48 eligible “disconnected) youth” as defined by Workforce Investment Act standards.</p> <p>Reporting/Records:</p> <p>Prepare and submit monthly reports of program services, student attendance, and program performance to TVCF Supervisor.</p> <p><u>Note:</u> All monitoring reports should be summarized and submitted to the TVCF Supervisor.</p>	<p>LPC staff</p> <p>LPC staff</p> <p>LPC staff</p> <p>LPC staff</p>	<p>TVCF Supervisor, monthly</p> <p>TVCF Supervisor, monthly</p> <p>TVCF Supervisor, monthly</p> <p>TVCF Supervisor, monthly</p>

