

WORKFORCE INVESTMENT ACT

EMPLOYMENT PLUS PROGRAM II FY 2012-2013

AGREEMENT FOR EDUCATIONAL AND CASE MANAGEMENT SERVICES

This Agreement for Educational Services (“Agreement”) is entered into by, between and among the **Tri-Valley Community Foundation (“TVCF”) soon to be East Bay Youth and Family Initiatives a project of Bay Area Community Services BACS and Las Positas College (“Contractor”)** in Pleasanton, California for the period of July 1, 2012 through June 30, 2013.

This Agreement is attached to and incorporates by reference the Memorandum of Understanding between (TVCF soon to be BACS) and Contractor. Pursuant to these agreements between (TVCF soon to be BACS) 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 and case management services described in Attachment I hereto (“Services”) for approximately 18 at-risk youth between 16 and 21 years of age, of which at least 12 will receive certificates. (TVCF soon to be BACS) will pay Contractor \$57,000 to provide educational and case management services to these Participants beginning on July 1, 2012 and continuing through June 30, 2013.

Contractor shall, at all times, act as an independent contractor for (TVCF soon to be BACS). Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties or as a limitation upon the (TVCF soon to be BACS) 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 soon to be BACS), 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 soon to be BACS) by the Workforce Investment Act (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 soon to be BACS) 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 soon to be BACS) 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 of (TVCF soon to be BACS) and WIA
- b) Submission of false, misleading or erroneous information to (TVCF soon to be BACS)
- 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 soon to be BACS) upon giving sixty (60) calendar days written notice to Contractor.
- b) Upon the termination of this Agreement for any reason, (TVCF soon to be BACS) 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 soon to be BACS) 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 soon to be BACS) agrees that all payments to the Participants of this program for work performed during the internship phase shall be made by (TVCF soon to be BACS) or its designees directly to the Participants and that (TVCF soon to be BACS) 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

Tri-Valley Community Foundation soon to be BACS

By: _____
 Lorenzo Legaspi
 Title: Vice Chancellor, Business Services

By: _____
 Aaron Ortiz, Program Director

By: _____
 Jamie Almanza, Executive Director

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.

<p>Partners Collaborative:</p> <p>Participate in Tri-Valley Community Foundation’s Youth Services Collaborative in order to coordinate and strengthen program services to Tri-Valley high-risk youth.</p> <p>Work Space:</p> <p>Las Positas College will provide work space, as available, for Clerical Support and Outreach assistance at 20 hours a week and for the project director at 10 hours per week to provide weekly monitoring, audits and program assistance related to this MOU. TVCF (soon to be BACS) will provide this additional clerical support at no cost to LPC for this MOU.</p> <p>Worksite Learning:</p> <p>Procurement processing and administrative assistance to program for student textbooks, transportation, learning materials, safety, uniforms and other items not covered by Pell Grant or other related funding mechanisms. Providing of administrative assistance to program including reporting, correspondence and recruitment.</p> <p>High School Outreach:</p> <p>Twice a year a counselor will provide outreach to Horizon High School for Age Mothers and Young Fathers and Village High School. In the Fall the counselor will present on college and career options, career pathway for WIA participants. In the Spring the counselor will present on college registration, how to enroll, and campus resources.</p>	<p>LPC Counselor/Case Manager,</p> <p>LPC Student Services</p> <p>LPC Worksite Learning Administrative Assistant</p> <p>LPC Counselor Student Services</p>	<p>TVCF Supervisor, monthly</p> <p>TVCF Supervisor</p> <p>TVCF Supervisor, monthly</p> <p>TVCF Supervisor, monthly</p>
<p>Management Information System (M.I.S.)</p> <p>Establish a plan-versus-actual monitoring component to ensure TVCF meets program goals and performance standards.</p> <p>Exit and Follow-Up Activities:</p> <ol style="list-style-type: none"> 1) Submit quarterly exit evaluations and reports that detail the progress made by each of the at-risk youth who has completed the program or dropped out of the program prior to completion. 2) Submit quarterly reports of 12 month follow-up activities for each enrolled WIA youth following program exit. 	<p>LPC Worksite Learning; Counselor/Case Manager, Student Services</p> <p>LPC staff, Instructors, Counselor, Student Services</p>	<p>TVCF Supervisor, monthly</p> <p>TVCF Supervisor, monthly</p>