

Pacific Gateway

WORKFORCE INVESTMENT NETWORK

EDUCATIONAL AGREEMENT Institution of Higher Education Provider

Name: **City of Long Beach
Pacific Gateway Workforce Investment Network**

Address: 3447 Atlantic Avenue
Long Beach, CA 90807

Contact Person: JP Elma, Community Development Specialist
Phone: (562) 570-4720
Fax: (562) 570-3657
E-mail: jp.elma@longbeach.gov

Agreement with...

Vendor : **Chabot-Las Positas Community College District**

DBA (If different) : n/a

Training Site(s)

Address : 455 E. Carson Plaza Drive, Carson, CA 90746

Remittance

Address : 7600 Dublin Blvd., Suite 102, Dublin, CA 94568

<i>Vendor Contact Person</i>	NAME TITLE PHONE FAX EMAIL	Julia A. Dozier District Executive Director, Economic Dev. & Contract Ed. 925-249-9370 925-249-9367 jdozier@clpccd.org
<i>Remittance Contact Person</i>	NAME TITLE PHONE FAX EMAIL	Julia A. Dozier District Executive Director, Economic Dev. & Contract Ed. 925-249-9370 925-249-9367 jdozier@clpccd.org

This Agreement sets forth the roles and responsibilities of the parties named above in providing training to Customers served by the City of Long Beach Pacific Gateway Workforce Investment Network.



A. PARTIES:

The City of Long Beach Pacific Gateway Workforce Investment Network (Pacific Gateway), as a designated local workforce investment area, agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services required to provide training to eligible Trainees enrolled with the vendor identified on page 1, hereinafter, known as the Provider or Training Provider.

B. TIME FRAME OF PERFORMANCE:

The time period of this Agreement shall begin upon execution and continue until modified or terminated.

C. APPROVED PROGRAMS:

Training programs approved under this Agreement, along with tuition and fees, estimated length of training, and program requirements, are listed in the State of California Eligible Training Provider List (ETPL). If the cost of training specified in ETPL is less than the amount listed in the Training Provider catalog, the ETPL will prevail. Any changes in program costs approved under this Agreement or program information, or requests for additional programs, require prior approval by Pacific Gateway or other sponsoring Local Workforce Investment Areas.

D. CUSTOMER REFERRAL AND RECRUITMENT:

The Training Provider understands that only trainees referred by Pacific Gateway may be enrolled into approved training under this Agreement. Pacific Gateway will forward an *Individual Training Account (ITA) Scholarship*, (see *Exhibit A* for sample), to Provider for each and all authorized Trainees.

E. COST:

1. The total amount reimbursed to the Training Provider, shall not exceed the amount as documented in the ETPL.
2. In no event shall Pacific Gateway reimburse the Provider in excess of actual expenditures for those services set forth herein. If training is not completed, the Training Provider is entitled to that portion of the total reimbursable amount set forth in this Agreement, based on the total number of hours training was actually provided in accordance to California Education Code Section 94318.5 (a) and the Maxine Waters School Reform and Student Protection Act Section 94870.
3. Reimbursement to the Training Provider will be based on the provision of stated training services (as specified in the *ITA Scholarship-Exhibit A*), and the provision of Trainee evaluations. If specified training services are not adequately provided and/or if Trainee evaluations are not provided per the stipulations in this Agreement, payment to the Training Provider by Pacific Gateway may be delayed or withdrawn.

4. The Training Provider agrees that the Trainee will not be asked to pay for any items or services provided under this Agreement unless an amount is specified as a "Total Trainee Obligation" in the *ITA Scholarship — Exhibit A*. The Training Provider understands that a violation of this provision may result in termination of this Agreement, at Pacific Gateway's discretion.
5. The Training Provider agrees to seek and utilize other types of financial aid (i.e. Pell Grants) if applicable/available prior to use of Workforce Investment Act (WIA) funds. If applicable, the Training Provider must provide Pacific Gateway with written information concerning financial aid received by each trainee under this Agreement within thirty days of receipt or by the "Completion" payment point specified in section I, item 4, below, whichever comes first. Acceptable documentation, to be submitted to the Operations Division, shall include a notice of award or denial for financial aid issued by the Training Provider as a PELL/Other grant entity or completion of the *Verification or Training and Leverage Funds Form* (see *Exhibit D*). If acceptable documentation is not submitted within the timeframe specified, payment to the Training Provider by Pacific Gateway may be delayed or withdrawn. Upon receipt of a notice of award, a revised *ITA Scholarship* will be issued and specify an amended "Total Obligation (City of Long Beach)" and the amount of "Other Education Related Costs" to be disbursed by the Training Provider to the Trainee, if applicable.
6. The Training Provider agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Pacific Gateway or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies. The Training Provider also agrees to provide photocopies of above referenced records, upon request from Pacific Gateway. The Training Provider agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.
7. This Agreement is subject to WIA rules and regulations and the availability of WIA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIA rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.

F. PERFORMANCE:

1. Pacific Gateway retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training,

instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Training Provider may be delayed or withdrawn.

2. The Training Provider agrees to provide attendance and progress reports on a routine basis (according to the University's reporting requirements or as requested by Pacific Gateway) for the duration of training and at completion.

Pacific Gateway standardized Progress Report or Training Provider's Progress Reports with a minimum of information identified below should be made available by the Training Provider:

Minimum Required Information:

<i>Training Provider Name</i>	<i>Instructor Name</i>
<i>Provider Address & Phone No.</i>	<i>Evaluation</i>
<i>Training Program</i>	<i>Period</i>
<i>Trainee Name</i>	<i>Attendance</i>
<i>Trainee Signature & Date</i>	<i>Training Performance (i.e., progress)\Comments</i>
	<i>Instructor Signature & Date</i>

If appropriate Trainee evaluation information is not provided, payment to the Provider may be delayed or withdrawn.

3. The Training Provider shall act in an independent capacity and not as officer, employee, or agent of Pacific Gateway in the performance of this Agreement. This provision shall also apply to any agent or employee of the Training Provider. The Training Provider shall not contract or incur expenses in the name of Pacific Gateway.
4. Training Provider shall defend, indemnify and hold harmless Pacific Gateway, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of Training Provider, its officers, employees, or agents.

Pacific Gateway shall defend, indemnify and hold harmless Training Provider, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of Pacific Gateway, its officers, employees, or agents.

5. The Training Provider shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient attendance, progress, and performance standards to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Training Provider agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a)(b).
6. The Training Provider shall perform all services herein and documented in the ETPL. Any attempt by the Provider to delegate or subcontract, except for the hiring of instructors, its duties under this Agreement shall be void and allow Pacific Gateway to immediately terminate this Agreement and withdraw payment(s).

G. PROVIDER ASSURANCES:

1. The Training Provider shall maintain the confidentiality of any information regarding Trainee, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source. Without permission of Pacific Gateway, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.
2. The Training Provider shall ensure that Trainee is provided with Provider's grievance procedures.
3. If Trainee provides notification to Provider s/he chooses to drop out of the training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document reason for termination. The Training Provider shall notify the Pacific Gateway in writing within five (5) business days of learning of the Trainee's decision.
4. The Training Provider may terminate/suspend Trainee on the same basis Training Provider would terminate/suspend any other participant receiving educational services. The Training Provider shall first advise Pacific Gateway in writing, within fifteen (15) business days or sooner, of the impending termination/suspension. The Training Provider shall provide Pacific Gateway an opportunity to correct the reason for termination/suspension within an agreed upon time frame. Upon termination/suspension, the Training Provider shall conduct an exit interview with the Trainee to document reason for termination/suspension.
5. The Training Provider shall provide the Trainee with two cancellation forms prior to or at the first class meeting attended by the Trainee in accordance with California Education Code Section 94317.5 (a) and the

Maxine Waters School Reform and Student Protection Act of 1989 Section 94868.

6. The Training Provider shall maintain appropriate standards for health and safety, and shall ensure that the conditions of training are appropriate and reasonable with regards to the type of training, the geographical region and the proficiency of the Trainee.
7. The Training Provider shall, at all times, be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA shall be the sole responsibility of Training Provider and Training Provider shall defend and hold Pacific Gateway harmless from any expense or liability arising from Training Provider's non-compliance therewith.
8. The Training Provider shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:
 - i. That which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
9. The Training Provider shall ensure compliance with the Pacific Gateway policy that prohibits retaliation or reprisal against an individual that:
 - i. Has filed a complaint;
 - ii. Opposed a practice prohibited by the nondiscrimination and EO provision of WIA;
 - iii. Furnished information to, or assisted or participated in any manner in, an investigation, review hearing or any other activity related to the administration of the WIA nondiscrimination and EO provisions; and

iv. Otherwise exercised any rights and privileges under the WIA nondiscrimination and EO provisions.

10. The Training shall permit access Pacific Gateway or designated agency to records of employment, employment advertisements, application forms and other pertinent data and records, for the purposes of investigation to ascertain compliance with the fair employment practices provisions of this contract.
11. The Training Provider agrees to maintain records that are sufficient to support all data submitted for the ETPL and will make these records available for monitoring or audit by either Pacific Gateway or the State.
12. The Training Provider shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drug- free workplace.
13. The Training Provider shall ensure that training involving sectarian or political activities is prohibited.

H. TERMS:

1. The Agreement is of no force and effect until approved and signed by representatives of both parties hereto. There are no oral understandings or agreements not incorporated herein. The Training Provider may not commence training until such approval has been obtained.
2. The Agreement may be terminated by either party upon ten (10) business days written notice to the other.

I. INVOICING:

1. Pacific Gateway shall reimburse the Training Provider as per stipulations set forth in this Agreement.
2. The Training Provider shall submit invoices for payment in accordance with the payment schedule explained below. Invoices must include the following:
 - i. Name of Trainee,
 - ii. Name of training program,
 - iii. Amount Due,
 - iv. Payments Made to Date,
 - v. Balance,
 - vi. A Provider Billing Contact Name,
 - vii. Federal Tax Identification Number and
 - viii. Specify Pay Point, e.g., 1 or 2, see below

3. Original invoices must be mailed for verification and review to: Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807, Attn: Fiscal Services, 3rd Floor. Please address all inquiry regarding the status of payment to Operations Division, at (562) 570-3687.

4. Payment for training shall be disbursed as follows:

<u>Pay Point #1:</u> At the beginning of training (Following 10 scheduled days of active participation)	80 %
<u>Pay Point #2:</u> At the completion of training	<u>20%</u>
	100%

- i. **At the Beginning of Training (80%):** After the participant has completed their 10th training day of active participation, an invoice with proof of attendance may be sent for 80% of the Tuition Payment.
- ii. **At Completion (20%):** Upon the participant's satisfactory completion of training and demonstration of the following:
 - Attained competencies as outlined in the Training Provider's course curriculum per training schedule, and;
 - Attained satisfactory test score(s) or achievement level prescribed for completion;

An invoice should be sent within fifteen (15) days after completion of training with the following:

- A copy of the certificate(s) of completion and one of the following:
 - a) The notice of award or denial for financial aid
 - or -
 - (b) Verification of training and leverage funds (Please see *Exhibit D*)
- iii. **Recovery of Unused Training Funds for Early Withdrawal or Termination of Training Prior to Completion:** The training vendor is required to report early terminations of participant training to the Employment Specialist managing the participant's ITA. All refunds of unearned WIA training funds must be returned promptly to Pacific Gateway from the Training Provider.

Unless otherwise indicated by the University's refund policy, refunds are based on a proration of services provided, which is calculated by the percentage of time training is not completed. Each hour of training equates to a dollar amount. For Example:

- If the total training hours = 100 and the tuition is \$100, then each hour is equal to \$1. If a participant completes 75% of their training (or 75 hours) the school must reimburse Pacific Gateway for the balance of 25 hours = \$25.

J. INSURANCE:

The Training Provider agrees to provide a Certificate of Insurance and shall maintain a General Liability coverage (equivalent in coverage to ISO form CG 00 01 11 85 or 88), including cross-liability protection and broad form contractual liability, in an amount not less than \$1,000,000 combined single limit for each occurrence. If the policy has a general aggregate limit; the general aggregate limit must be in an amount not less than \$2,000,000.

The certificate of insurance must show the City of Long Beach as the certificate holder and must also be filed with the City of Long Beach before the purchase order is issued. The following information must be on the Certificate:

1. The "**City of Long Beach, its officials, employees, agents, and departments**" as additional insured under the general liability policy (*endorsement equivalent in coverage to ISO form CG 20 10 11 85 or CG20 26 11 85*) and such coverage must not be limited to the vicarious liability or supervisory role of the additional insured.
2. Show the following address: "**333 W. Ocean Blvd., Long Beach, CA 90802.**"

This Agreement has been executed, by and on behalf of the parties referenced below:

**Pacific Gateway
Workforce Investment Network**
administered by the
City of Long Beach

Chabot-Las Positas Community College District

94-1670563

Federal Tax Identification Number

Authorized Signature

Authorized Signature

K.C. Nash
Interim Executive Director
Name/Title

Lorenzo S. Legaspi
Vice Chancellor, Business Services
Name/Title

Date

Date

Policy Number: _____

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE
READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE

Name of Person or Organization:

The City of Long Beach, its boards, commissions, officials, employees, and agents.

-Information required to complete this Schedule. If not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who is An Insured. In the Business-owners Liability coverage Form:

4. Any person or organization shown in the Schedule is also an Insured, but only with respects to liability arising out of your ongoing operations or premises owned by or rented to you.