

TO: BOARD OF TRUSTEES
FROM: SUPERINTENDENT
COMMUNICATION NO. 8-2009/10-AA
Prepared by the Office of Academic Affairs
for Presentation to the Board of Trustees
July 13, 2009

SUBJECT: AGREEMENT BETWEEN THE COMMUNITY COLLEGE FOUNDATION AND ANTELOPE VALLEY COLLEGE

A. BACKGROUND

The agreement between the Community College Foundation and Antelope Valley College is to conduct Youth Development Services (YDS) training for eligible youth. This program supports the independent living skills for foster youth.

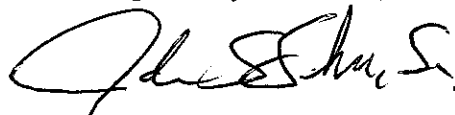
B. BUDGET IMPLICATIONS

The amount awarded shall not exceed \$59,500. This agreement shall be affective July 1, 2009 through June 30, 2010.

C. RECOMMENDATIONS

The Board approves the amendment to the agreement between the Community College Foundation and Antelope Valley College.

Respectfully submitted,



Jackie L. Fisher, Sr.
Superintendent/President

Prepared by:



Sharon A. Lowry
Vice President of Academic Affairs

Office of Academic Affairs

Communication No. 8-2009/10-AA

July 13, 2009

AGREEMENT BETWEEN THE COMMUNITY COLLEGE FOUNDATION AND ANTELOPE VALLEY COLLEGE



THE
COMMUNITY
COLLEGE
FOUNDATION

*Serving Education
& Community*

SUBCONTRACTOR AGREEMENT

WITH THE COMMUNITY COLLEGE FOUNDATION

This Agreement is between The Community College Foundation (TCCF) and Subcontractor named below for the **Youth Development Services program (YDS)**

Subcontractor Name Antelope Valley College (Subcontractor)

Term of Agreement July 1, 2009 to June 30, 2010

Maximum Amount \$59,500 Agreement #774-138

The parties agree to comply with the terms and conditions of the following Articles and Attachments (if any) which are by this reference made a part of this Agreement:

ARTICLES:

Article I – Scope of Work
Article II – Fiscal Responsibilities
Article III – Standards of Practice
Article IV – General Provisions

ATTACHMENTS:

Exhibit A-Expenditure Report

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

**THE COMMUNITY COLLEGE
FOUNDATION**

SUBCONTRACTOR

Richard B. Fowler II
President/CEO

(Authorized Signature)

Sharon Lowry, Vice President,
Academic Affairs (Printed Name)

«3041 West Avenue K»

(Address)

«Lancaster», CA «93536»

(City, Zip)

661-722-6300

(Telephone Number)

(Social Security/Tax Identification No.)

May 29, 2009

(Date)

THIS AGREEMENT is a subcontract under the terms of a prime contract with the County of Los Angeles, DCFS. All representations and warranties shall inure to the benefit of the County of Los Angeles, DCFS.

The parties acknowledge that the SUBCONTRACTOR is an independent SUBCONTRACTOR, and that the SUBCONTRACTOR or any staff working under the SUBCONTRACTOR'S employ shall in no way be considered an employee of TCCF. This agreement does not establish a partnership between the parties.

SUBCONTRACTOR understands that, as an independent SUBCONTRACTOR, no benefits, other than the compensation provided in Article II, will accrue to contracted personnel as a result of this agreement. Mileage, travel time and any other expenses are the responsibility of the Subcontractor and will not be reimbursed by the TCCF. TCCF is not required to deduct any employment insurance, worker's compensation, social security, or state or federal income tax or any other withholdings from the compensation it pays contracted personnel.

BE IT RESOLVED, it is mutually agreed by and between said parties hereto as follows:

ARTICLE I—SCOPE OF WORK

SUBCONTRACTOR agrees to perform services for the TCCF program to be held during the above agreement term for the TCCF program named Youth Development Services (YDS)

1. Work directly with TCCF YDS program staff to identify specific objectives, plan for and report progress with enrolled youth
2. Include 3 hours of parenting class/workshop within 30 training hours
3. Include 3 hours of financial Aid workshop within 30 training hours
4. Include 3 hours of experiential workshop off campus (i.e. DMV, Social Security, apartment complex, One Stop Career Center, etc.)
5. All youth(16-20 years old) are to be registered at One Stop Career Center
6. Facilitate Life Skill modules following TCCF curriculum for a total of 30 hours per module
7. \$1,400 is allocated for food per module, this money may only be spent on food items
8. Complete seven (7) modules

ARTICLE II—FISCAL RESPONSIBILITIES

1) Fiscal Provisions

- a) The total amount payable under this agreement shall not exceed the sum of **fifty nine thousand five hundred dollars (\$59,500)**.
 - i) SUBCONTRACTOR will submit an expenditure report each quarter by the 15th of the month following the end of the quarter (October 15, January 15, March 15 and July 15) but may be received later than fifteen (15) days at TCCF's sole discretion as long as sufficient funds remain available
 - ii) These expenditure reports shall contain sufficient detail to document services performed for payment and will display this Agreement Number, **774-138** in a prominent place.
- b) TCCF reserves the right to withhold funding from any SUBCONTRACTOR whose performance does not comply with the terms of this agreement.
- c) TCCF will make every attempt to pay SUBCONTRACTOR for services performed within thirty (30) working days of receipt of the invoice contingent upon a fully executed agreement.

ARTICLE III—STANDARDS OF PRACTICE

- 1) The contracting parties agree to be subject to the examination and audit of the Auditor General for a period of five (5) years after final payment under this agreement.
- 2) TCCF may terminate the whole or any part of this agreement if the SUBCONTRACTOR has made a misrepresentation of any required element in the agreement or fails to comply with or perform any provision of this agreement or fails to make progress so as to endanger performance of any term of this agreement.
- 3) In the event of a dispute, SUBCONTRACTOR agrees to file a "Notice of Dispute" with TCCF within ten (10) days of discovery of the problem. Within ten (10) days, TCCF shall meet with the SUBCONTRACTOR for purposes of resolving the dispute. The decision of TCCF shall be final.
- 4) This Agreement may be terminated by either party upon receipt of written notice. Termination of services hereunder shall be effected by delivery to TCCF or SUBCONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective
- 5) Intellectual Property.
 - a) TCCF and SUBCONTRACTOR agree that all software, curricula, materials, data and information developed under and used in connection with this agreement shall become the sole property of TCCF, provided that SUBCONTRACTOR may retain possession of all working papers prepared by SUBCONTRACTOR. During and subsequent to the term of this agreement, TCCF shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
 - b) Any materials, data and information not developed under this agreement, which SUBCONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by SUBCONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
 - c) TCCF will use reasonable means to ensure that SUBCONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, TCCF will notify SUBCONTRACTOR of any Public Records request for items described in Section 5.b. TCCF agrees not to reproduce or distribute such materials, data and information to non-TCCF entities without the prior written permission of SUBCONTRACTOR.
- 6) New Project Approval. SUBCONTRACTOR and TCCF recognize that SUBCONTRACTOR'S services may include working on various projects for TCCF. These projects place the SUBCONTRACTOR in direct contact with TCCF'S customers; therefore, SUBCONTRACTOR shall obtain the approval of TCCF prior to commencement of a new project on behalf of TCCF and/or extending the scope of work for an existing project with TCCF. Violation of this clause subjects SUBCONTRACTOR to cost of financial damages incurred by TCCF.
- 7) The SUBCONTRACTOR shall maintain the confidentiality of all records, including but not limited to billings in accordance with any applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality.

ARTICLE IV—GENERAL PROVISIONS

- 1) SUBCONTRACTOR agrees to indemnify, defend and save harmless TCCF, its officers, directors, employees and volunteers from all claims and losses resulting from any and all professional services, consulting services and other obligations provided in connection with the performance of this agreement.
- 2) SUBCONTRACTOR agrees to at all times to maintain strict confidentiality about any and all information received. Failure to do so will result in termination of this agreement. Confidential information shall include, but not be limited to, any information in whatever form, which is allocated to the current or future business of TCCF or any of its contracts, which information is not generally and publicly known.
- 3) This agreement supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this agreement.
- 4) All written notices, reports, invoices, and other written communications under this agreement shall be addressed to:

Kim Bradley, Program Director
The Community College Foundation
1901 Royal Oaks Drive, Suite 100
Sacramento, CA 95815
213-427-6910, ext.222 OR 916-418-5154
323.474.4110 Cell
kbradley@communitycollege.org

YDS QUARTERLY COLLEGE EXPENDITURE REPORT

Fiscal Year July 1, 2009 through June 30, 2010
 College Name: Antelope Valley College
 Contract Code: 774-138

Line Item	TCCF USE ONLY Budget Amount	July 1 to Sept 30	Oct 1 to Dec 31	Jan 1 to Mar 31	April 1 to June 30	TCCF USE ONLY	
		Claimed Expenses 1st Quarter	Claimed Expenses 2nd Quarter	Claimed Expenses 3rd Quarter	Claimed Expenses 4th Quarter	Expenses Total	Remaining \$
Salaries	\$ 25,120.00						
Employee Benefits	\$ 2,500.00						
Operating Expenses	\$ 19,405.00						
Life Skill Modules							
Travel	\$ 295.00						
Food	\$ 9,800.00						
Project Coordination							
Direct Budget	\$ 57,120.00						
College Administrative (Indirect)	\$ 2,380.00						
Total	\$ 59,500.00						

For use of The Community College Program Fiscal Officer


QUARTER _____

PREPARED BY _____

DATE: _____

meet all contract requirements

For Use of the Community College Foundation Fiscal Department



YUBA DELTA STATE
COMMUNITY COLLEGE
FOUNDATION
574 Community

Please pay \$ _____ for this quarter's college expenditure as approved by the signature below

Program Manager _____ Date _____

Kirk Turner, Controller _____ Date _____

Processed by

2005-2006 YDS BUDGET
Contract Period 7/1/09- 6/30/10
Account 66022

SALARIES

Director- Ande Sanders 10%	(02204-66022-1230-1305100)	\$10,000.00
Classified contract	(02204-66022-2100-1305100)	\$0.00
Consultants (\$60x36 hrs for 7 modules)- O. Medina	(02204-66022-5100-1305100)	\$15,120.00
Maintenance (2.5%)		\$0.00

TOTAL SALARIES

Employee Benefits (Classified)

(02204-66022-3009-1305100)

\$25,120.00
\$2,500.00

Operating Expense:

Inst Supplies/materials/incentives	(02204-66022-4300-1305100)	\$7,905.00
Travel/Conference	(02204-66022-5200-1305100)	\$295.00
Student Fees (25 students x 2 units x \$20/unit = x 7 modules)	(02204-66022-7520-1305100)	\$7,000.00
Xeroxing	(02204-66022-4305-1305100)	\$4,500.00

TOTAL OPERATING EXPENSES

\$19,700.00

Food: (7 modules \$1400 per)

(02204-66022-4700-1305100)

\$9,800.00

Other: Financial Aid Workshop

\$0.00

College Administrative Costs (4%)

\$2,380.00

TOTAL BUDGET

\$59,500.00