

M487842
 EDD Contract No.
 Project Code 126

STANDARD AGREEMENT FOR EMPLOYMENT SERVICES

This Agreement is entered into by and between the Ohlone Community College District hereinafter referred to as the "Administrative Entity," and the Employment Development Department of the State of California, hereinafter referred to as "EDD." The purpose of this Agreement is for EDD to provide specific employment services to the Administrative Entity. All services shall be performed in accordance with the provisions hereinafter and herein expressed.

1. The term of this Agreement shall be July 1, 2004 through June 30, 2005.
2. The Administrative Entity shall reimburse EDD in the amount not to exceed One hundred twenty thousand and No/100 Dollars (\$130,000.00) for the services to be provided as set forth in this Agreement.
3. The following exhibits are attached hereto and are made a part of this Agreement:
 Exhibit A, Scope of Services to be Performed
 Exhibit B, Schedule of Expenditures
 Exhibit C, Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

EDD	Administrative Entity
Employment Development Department	Ohlone Community College District
By (Authorized Signature)	By (Authorized Signature)
Printed Name and Title of Person Signing John J. Padley Jr. Division Chief	Printed Name and Title of Person Signing Douglas Treadway President/ Superintendent
Address 2901 50 th Street Sacramento, CA 95817-2399	Address 43600 Mission Blvd. Fremont, CA 94539

DEPARTMENT OF GENERAL SERVICES USE ONLY

4. **FISCAL PROVISIONS:** The specific cost for services provided under the Agreement are set forth in Exhibit C entitled "Budget." The EDD will begin invoicing once the Fiscal Programs Division has received a copy of the contract signed by both parties. The EDD will invoice on or about the 10th of each month based upon actual expenditures. These expenditures will be supported by monthly expenditure reports, which will accompany the invoices. Invoices will reference the EDD contract number and will be sent to:

Ohlone Community College District
Administrative Entity's Name

43600 Mission Blvd.
Address

Fremont, CA 94539
City, State, Zip

Jeff Baker, Career Center Director
Attn:

In consideration of the performance and completion of the foregoing and upon receipt of a detailed invoice, in triplicate, monthly in arrears, the Administrative Entity shall issue payments so that they are received by EDD no later than the 23rd day of each month. This is so that EDD may deposit such payments in a timely manner with the State Controller for disbursements occurring at the end of the billing period. The payments shall reference the invoice number and be sent to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Within the authorized closeout period or 60 days after the end of the contract period, whichever is earlier, EDD will submit a final report reflecting actual expenditures. If a refund is due the Administrative Entity, it will be submitted with the final report. If actual expenditures exceed payments, the Administrative Entity will then be billed for the difference.

5. **CONTRACT MONITORS:** The name and address of the Contract Monitors for EDD and the Administrative Entity are as follows:

Employment Development Department
Southern Alameda County Job Service

24100 Amador St. 3rd. Floor
Hayward, CA 94544

Octobere Vance
Attn:

Administrative Entity
Ohlone Community College District

35753 Cedar Blvd.
Newark, CA 94560

Jeff Baker
Attn:

5. GENERAL TERMS AND CONDITIONS

- A. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required.
- B. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- C. **AUDIT**: EDD agrees that the Department of General Services, the Bureau of State Audits, or their designated representative, and an authorized representative of the Administrative Entity shall have the right to copy any records and supporting documentation pertaining to the performance of this Agreement. The EDD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The EDD agrees to allow access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (GC 8546.7).

EDD shall maintain records documenting payments received and provided under this Agreement for at least three years from the final payment date of this Agreement. If EDD receives notice that any litigation, claim, or audit has begun before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings are resolved.

EDD may maintain any of the records required to be kept under this Agreement by substituting photographs, microphotographs, or other authentic reproductions of such records.

- D. **AMERICANS WITH DISABILITIES ACT**: The EDD agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines, and interpretations issued thereto
- E. **COMPENSATION**: The consideration to be paid EDD, as provided herein, shall be in compensation for all of EDD's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- F. **DISPUTES**: In the event of a dispute between EDD and the Administrative Entity over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both parties. An election for arbitration pursuant to this Agreement shall not preclude either party from pursuing any remedy for relief otherwise available. EDD shall continue with the responsibilities under this Agreement during any dispute.
- G. **INDEMNIFICATION**: In accordance with provisions of Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

- H. **INDEPENDENT CAPACITY**: Each of the parties and the agents and employees of each party in the performance of this Agreement shall act in an independent capacity and not as officers and agents of the other party.
- I. **INSURANCE**: The State of California has elected to be insured for its general liability, motor vehicle, and Workers' Compensation liability exposures through a self-insurance program. EDD is covered by a self-insured plan for general liability administered by the State Attorney General's office. EDD is covered by Workers' Compensation insurance pursuant to agreement with the State Compensation Insurance Fund. EDD is covered by self-insured vehicle liability administered by the Office of Insurance and Risk Management of the Department of General Services.
- J. **NON-DISCRIMINATION**: The EDD agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 34, Subpart B, Section 34.20. Both parties to this Agreement agree to adhere to appropriate federal and State legislation concerning nondiscrimination and affirmative action procedures.
- K. **PROGRAM OPERATION**: EDD shall administer this Agreement in accordance with the Federal Workforce Investment Act, Unemployment Insurance Code, and applicable federal and State regulations and directives.
- I. **TERMINATION**: This Agreement may be terminated by either of the parties by notifying the other party in writing 30 days prior to the effective date of termination.
1. If during the term of this Agreement, the State and/or federal funds appropriated for the purposes of this Agreement are reduced or eliminated by the California Legislature or the United States government, the Administrative Entity may immediately terminate this Agreement upon written notice to EDD.
 2. If this Agreement is terminated before the end of its term, EDD shall be paid for all staff time encumbered or used during this Agreement through the date of termination.
 3. Notice required by this paragraph will be effective upon delivery to the Contract Monitor.
- M. **TIMELINESS**: Time is of the essence in this Agreement.
- N. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

- O. **CONFIDENTIALITY PROVISION:** Both parties to this Agreement agree to protect confidential and sensitive information from loss, and unauthorized access, use, modification, disclosure or destruction. Both parties agree to use the protected information pursuant to applicable laws including but not limited to, Civil Code Sections 1798 et seq., (The California Information Practices Act); the California Unemployment Insurance Code Sections 1094 and 2111; the California Penal Code Section 502; and the Public Law 104-191 (Health Insurance Portability and Accountability Act of 1996).

EMPLOYMENT DEVELOPMENT DEPARTMENT

P. ASSURANCES

1. The local Workforce Investment Board certifies that its One-Stop Centers will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right of access by State labor organization representatives pursuant to the Ralph C. Dills Act (Chapter 10.3 (commencing with Section 3512) of Division 4, of Title 1 of the Government Code).
2. State employees who are located at One-Stop Centers shall remain under the supervision of their employing department for the purposes of performance evaluation, and other matters concerning civil service rights and responsibilities. State employees performing services at One-Stop Centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.
3. If work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), threats and/or violence concerning State employees and State employee misconduct.