

This Services Agreement ("Agreement") between West Hills Community College District, a public educational agency ("District") and **CONTRACTOR** ("Contractor") is effective upon the execution date of Contractor and District, whichever shall later occur. District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

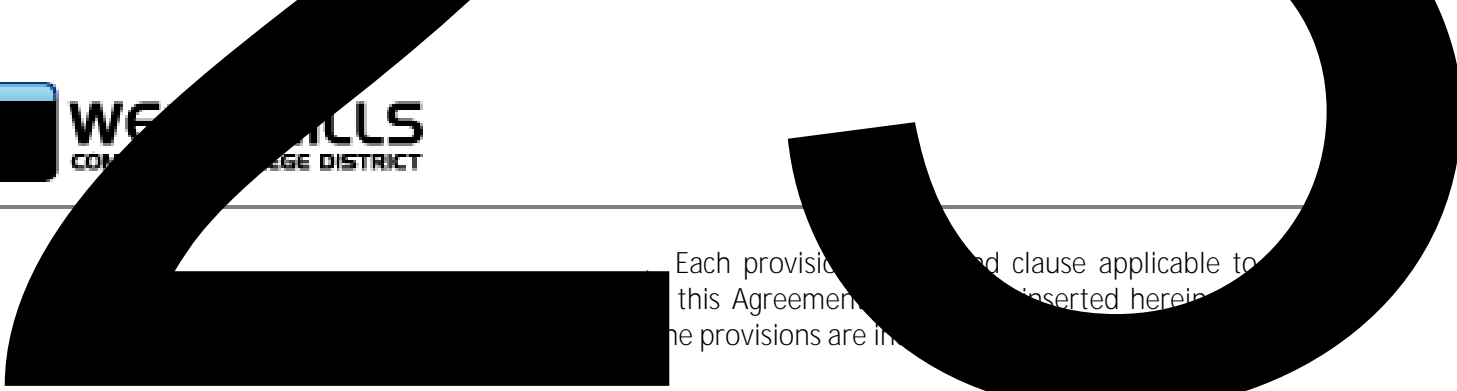
WHEREAS, it is necessary and desirable that Contractor be engaged by the District for the purpose to performing services hereinafter described; and

WHEREAS, Contractor

The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment(s). Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys' fees, whether actual or alleged, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, and subcontractors, including any claim that Contractor infringed a third party patent or copyright or other intellectual property right, unless the liability or claims arise from the District's sole and active negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

information and other District related trade secrets, business plans, and other proprietary information (“Confidential Information”). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District



Each provision and clause applicable to this Agreement is inserted herein. The provisions are in

. Contractor agrees that the District has the right to review, audit, and to copy any of contractor's or Contractor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Contractor 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 required. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.



ATTACHMENT 1 Scope of Work

Contractor/Consultant:

CONTRACTOR NAME

ADDRESS

Contact name, number and email address

Employment Referrals and Job Placement: *Awarded vendor shall provide employment referrals and assist with job placement services to students who have successfully completed the program. Services shall include:*

- A. *Assess students' knowledge and driving skills, matching employer need for placement,*
- B. *Assist students in selecting CDL job type,*
- C. *Identify employer job type that match students profile,*
- D. *Practice mock interviewing techniques to increase job attainment, and*
- E. *Provide leads on job opportunities and potential employment.*

Target Training Goals/Outcomes: *The awarding vendor shall be reviewed anytime they do not reach the "targeted" goals/outcomes for the programs as defined below:*

- i. *Successful Training completion minimum rate of 85% completers.*
- ii. *Placement into training related occupation minimum of 75% of completers.*
- iii. *Drop rate maximum of 10%.*

In support of academic and skill-set trainings for local employers and community population, Vendor will provide the Truck Driver Training School Program for WHCCD approved students.

