

WORKFORCE INVESTMENT BOARD OF TULARE COUNTY PROFESSIONAL SERVICES AGREEMENT

This Contract is made and entered into this 10th day of April, 2018 by and between Lemoore Union High School District as the contractor hereinafter referred to as "CONTRACTOR" and Workforce Investment Board of Tulare County, hereinafter referred to as "WIB", as the purchaser of SunPower Solar Energy Academy program operations. The rendering of services under this Contract shall commence from the date first above written and shall terminate no later than July 27, 2018.

1. CONTRACTOR agrees to provide the following services:
 - a. Maintain the SunPower approved planning tracking sheet on a weekly basis
 - b. Promotion of the Solar Energy Academy to schools and the general population (Facilitate the promotion of the academy through the TCWIB distribution channels) and subject to the terms and conditions contained within attached Exhibit 4
 - c. Identify solar academy teachers and teacher assistants
 - d. Track and support student recruitment with the Districts and participating teachers to ensure that target participation of **12 students and 1 teacher aids** is met at least 4 weeks before the start of each Academy
 - e. Provide at least **1 educator** to be trained by SunPower and help administer the SunPower Solar Energy Academy
 - f. Facilitate SEA teacher and teacher assistant training sessions if applicable.
 - g. Locate, secure, and manage facility logistics for a suitable location to hold the SEA.
 - h. Develop and submit the Emergency Action Plan 3 weeks prior to each SEA.
 - i. Fulfill and adhere to the Participation Handbook.
 - j. Deliver the SEA the week of July 16-20, 2018 per the provided agenda, teacher and student manuals.
 - k. Oversee the organization and distribution of all class materials and supplies.
 - l. Provide and manage delivery of continental breakfast, lunch, and afternoon snack for all students, teachers and teacher assistants each day on site.
 - m. Identify guest speakers with WIB.
 - n. Identify and manage field trip sites.
 - o. Facilitate field trip logistics including transportation and coordination with the tour site representatives.
 - p. Manage student registration and document management.
 - q. Manage day to day operations during the academies to ensure rooms are available, computers and required software are ready and teachers are meeting the agenda.
 - r. Photograph throughout the SEA and record final presentations and provide to WIB within 1 week of the end of each SEA (SmugMug or equivalent and YouTube or equivalent are acceptable platforms).
 - s. Collect and compile pre and post evaluation data (students and teachers).
 - t. Manage W-9 and other documentation necessary accounting to pay instructors, assistants, and students Coordinate travel arrangements for lead teacher assignments and teacher trainings if applicable.
2. WIB agrees to provide the following:
 - a. Identify guest speakers
 - b. Coordinate schedule of events
 - c. Provide a final report to SunPower
 - d. Provide lunch for all students on the first day of academy only
3. All work under this Contract shall be done to the satisfaction of the Executive Director, or his designee.
4. CONTRACTOR shall hold harmless, defend and indemnify the County of Tulare, the WIB, its officers, agents, and employees, from and against and liability, claims, actions, costs, damages, or losses from injury, including death, to any person or damage to any property arising out of CONTRACTOR'S activities under this Contract. This obligation will continue beyond the term of this Contract as to any act or omission that occurred during the term of this Contract or any extension to this Contract.
5. It is understood and agreed that this Contract is not meant to be exclusive and the WIB reserves the right to enter into other contracts for the same process services if it so desires.
6. In performing the services herein specified, CONTRACTOR shall act as an independent contractor and shall have control of the work and the manner in which it is performed except as otherwise indicated. CONTRACTOR shall be responsible for providing legally mandated benefits including, but not limited to workers' compensation insurance, and to comply with state and federal tax withholding regulations. WIB retains the general right of inspection in order to judge, whether, in the WIB's opinion, the work is being performed by CONTRACTOR in accordance with the terms of this Contract. CONTRACTOR shall have no authority to act on behalf of COUNTY/WIB in any capacity whatsoever as agent, nor to bind COUNTY/WIB in any obligation.

7. This Contract is personal to the CONTRACTOR and may not be assigned without prior written consent of the WIB.
8. This Contract may be terminated by the WIB with or without cause at any time by provision of written notice to CONTRACTOR at the address set forth in this Contract. This Contract may be modified or amended at any time by the mutual written consent of both parties.
9. The WIB shall pay CONTRACTOR after satisfactory completion of professional services, as indicated in Paragraph 1. CONTRACTOR shall submit for WIB approval a detailed invoice aligned to the following budget after delivery and acceptance of the work by the WIB. It is mutually agreed that the WIB shall pay to the CONTRACTOR an amount not to exceed \$1,886.00 for all services rendered under this contract.
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| Total Budget: | \$1,886 |
| Suggested Expenditure of Total Budget: | |
| Staffing | \$900 |
| Food | \$560 |
| Supplies, Transportation, Misc. | \$426 |
10. The products of all work under this Contract including but not limited to any reports, artwork, photographs, manuals, and other documentation shall be the property of the WIB.
11. The completed contract between WIB and CONTRACTOR consists of the following contract documents in existence; this Contract and all amended bulletins and modifications incorporated in those documents before their execution. The work called for in one document and not expressly mentioned in the other is to be performed the same as if mentioned in all contract documents. It is hereby mutually agreed and understood that if any particulars and provisions of parts thereof in any contract document is contrary to another contract document, the provisions contained in this Contract shall control and supersede such provisions in any other contract document.
12. All notices, demands, or other written communications to be given under this Contract shall be deemed to have been fully given when made in writing and addressed to the respective parties as follows:

CONTRACTOR:

AGREED: _____

DATE: _____

WIB:

Workforce Investment Board of Tulare County
309 West Main Street Ste. 120
Visalia, CA 93291

RECOMMENDED: _____
WIB Executive Director

DATE: _____

AGREED: _____
WIB Chair

DATE: _____