



AVCP

ASSOCIATION OF VILLAGE COUNCIL PRESIDENTS
WORKFORCE DEVELOPMENT DIVISION
EDUCATION, EMPLOYMENT & TRAINING DEPARTMENT
P.O. Box 219 BETHEL, ALASKA 99559
PHONE: 907-543-7486 FAX: 907-543-4261
TOLL FREE IN-STATE ONLY 800-478-3521



Memorandum of Agreement Contract Process

On-the-Job Training (OJT)

Work Experience

On-the-Job Training pays 50% of the participant's wages and not to exceed 500 hours. AVCP will reimburse those expenses for which the Contractor submits an invoice and copies of receipts for all expenses claimed. AVCP will make payment or communicate its reasons to Contractor receipt of invoice by AVCP for any expenses properly claimed in accordance with the terms in this agreement.

TERMS:

AVCP is responsible for certifying eligibility for participants, issuing checks and conduct on-site evaluations. The Contractor is responsible for participant's recruitment, selection, time keeping, and evaluations as required by AVCP. The following is a description of the reimbursement of wages:

- Timesheets shall be submitted to AVCP every two weeks, on the days specified by AVCP
- Timesheets must be completed in ink AND signed every two weeks by the participant and Contractor.
- Checks are on two-week delay basis and can either be mailed to the participant or picked up at the AVCP EE&T Department Office.
- No annual or sick leave is allowed.

Work Experience pays 100% of the participant's wages and not to exceed 500 hours. Contractor shall not receive payment under this agreement. Payment shall be made directly to the participant upon receipt of the appropriate paperwork. Participant will need to submit completed W-4 Form, and an I-9 form with proper identification.

TERMS:

- Contractor shall maintain records sufficient to support all payments, upon request shall make records available to AVCP.
- Contractor shall not exceed the total obligation dollars agreed to in this agreement. The Contractor is fully responsible for any and all over-expenditures, and for any questionable and disallowable costs, which may incur.
- Contractor shall maintain records of all timesheets and upon requests shall make such records available to AVCP.

PARTICIPANTS:

Contractor shall provide participants with a copy of his/her job description and wage hours. Contractor shall provide orientation to the rules and regulations of AVCP, the Contractor and the program.

COUNSELING AND TERMINATION OF PARTICIPANTS:

- On-site counseling, to the extent feasible, will be provided to assess participant's progress.
- Contractor shall provide the participant with needed time for counseling and assessment.
- Contractor will notify AVCP immediately if any problems with the participant arise.
- Contractor will provide participant with reasonable opportunity for the correction of any problem(s) and improvement of performance.
- Participants will not be terminated without prior notice to AVCP and Participant.



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MEMORANDUM OF AGREEMENT CONTRACT

PARTIES:

This agreement is made on _____, between the Association of Village Council
(Date)

Presidents, hereinafter referred to as "AVCP" and _____
(Employer)

hereinafter referred to as "Contractor". Both parties agree to work together in accordance with the provisions of this agreement.

PERIOD OF PERFORMANCE:

The parties hereto agree that the Contractor shall employ _____ and provide work experience training in accordance with this agreement. The training to be provided by the Contractor will be within the period beginning _____ and ending _____. Funds obligated by AVCP in order to procure the training described within this agreement will be \$_____ per hour for _____ hours, for a total of \$_____. **At the conclusion of this training period, the Contractor will make a good faith effort to retain the participant, unsubsidized by the AVCP Education, Employment, and Training Department.**

SERVICE FEES AND PAYMENT:

Please mark the appropriate box below:

ON-THE-JOB TRAINING pays 50% of the participant's wages and not to exceed 500 hours. AVCP will reimburse those expenses for which the Contractor submits an invoice and copies of receipts for all expenses claimed. AVCP will make payment or communicate its reasons to Contractor receipts of invoice by AVCP for any expenses properly claimed in accordance with the terms in this agreement.

WORK-EXPERIENCE pays 100% of the participant's wages and not to exceed 500 hours. Contractor shall not receive payment under this agreement. Payments shall be made directly to the participant upon receipt of the appropriate paperwork. Participant will need to submit completed W-4 form, and an I-9 form with proper identification.

- Contractor shall maintain records sufficient to support all payments, and upon request shall make such records available to AVCP.
- Contractor shall not exceed the total obligation dollars agreed to in this agreement. The Contractor is fully responsible for any and all over-expenditures, and for any questionable and disallowable costs, which may incur.
- Contractor shall maintain records of all time sheets and upon requests shall make such records available to AVCP.

AVCP is responsible for certifying eligibility for participants, issuing checks and conduct on-site evaluations. The Contractor is responsible for participants' recruitment, selection, time keeping, and evaluations as required by AVCP. The following is a description of the reimbursement of wages.

- Time sheets shall be submitted to AVCP every two weeks, on the days specified by AVCP.
- Time sheets must be completed in ink AND signed every two weeks by the participant and Contractor.
- Checks are on two-week delay basis and can either be mailed to the participant or picked up at the AVCP EE&T Department Office.
- NO annual or sick leave is allowed.

CHANGES: AVCP may at any time, by written order, and without notice to the Contractor, make changes within the general scope of this agreement.

SAFETY: The Contractor agrees to provide safe working conditions for all participants as established by regulations of the Commissioner of Labor and State Law.

PARTICIPANTS: Contractor shall provide participants with a copy of his/her job description and wage hours. Contractor shall provide orientation to the rules and regulations of AVCP, the Contractor and the program.

COUNSELING AND TERMINATION OF PARTICIPANTS:

- On-site counseling, to the extent feasible, will be provided to assess participant's progress.
- Contractor shall provide the participant with needed time for counseling and assessment.
- Contractor will notify AVCP immediately if any problems with the participant arise.
- Contractor will provide participant with reasonable opportunity for the correction of any problem(s) and improvement of performance.
- Participant will not be terminated without prior notice to AVCP and Participant.

CONFIDENTIALITY: The Contractor will treat as proprietary any information belonging to AVCP that was disclosed to Contractor during the term of this agreement.

DEBARMENT: Contractor, including any of its subcontractors or key employees, certifies that it has not been debarred or suspended by any Federal, State, Tribal, or other governmental body.

DRUG-FREE WORKPLACE: During the term of this agreement, Contractor agrees to comply with the AVCP drug free workplace policy. Attached to this agreement is the AVCP policy Resolution 96-10-13 establishing Sober and Responsible Representative for area villages.

INSURANCE: The Contractor warrants that it is properly and adequately licensed, permitted and insured at least to the minimums provided by law, to engage in the business described in this agreement. Types of insurance include but are not limited to Workman's Compensation and General Liability. The Contractor agrees to pay any and all expenses relative to obtaining any required items described in this paragraph, including any fines and penalties incurred by AVCP or Contractor relative to such items. Contractor agrees to provide certificates of Insurance of other proof of any of the required items described in this paragraph to AVCP promptly upon request.

INDEMNIFICATION: The Contractor shall indemnify, save harmless and defend AVCP, its officers, agents, and employees from liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the Contractor, Subcontractor, or anyone directly or indirectly employed by them in the performance of this contract.

TERMINATION OF AGREEMENT: Either party may terminate this agreement upon 10 days written notice to the address of the other party contained in this agreement. If either party terminates this agreement, AVCP shall only be liable for fees earned and reimbursable expenses incurred as a result of work actually performed and the results of such work performed and the results of such work delivered to AVCP prior to the effective date of the termination.

ENTIRE AGREEMENT:

This instrument is the entire agreement between AVCP and _____
(Contractor)

Oral changes will have no effect. It may be altered only by a written amendment to this agreement signed by both parties.

GOVERNING LAWS:

This agreement is subject to and shall be interpreted in accordance with the laws of the State of Alaska and applicable Federal Regulations.

FOR AVCP

FOR CONTRACTOR

Signature

Signature

Printed Name

Printed Name

Title

Title

Required Attachments:

1. Training Outline
2. Job Description

AVCP

Association of Village Council Presidents
P.O. Box 219 • Bethel, Alaska 99559 • Phone 543-3521

THIRTY-SECOND ANNUAL CONVENTION
EMMONAK, AK *** October 8-10, 1996

RESOLUTION 96-10-13

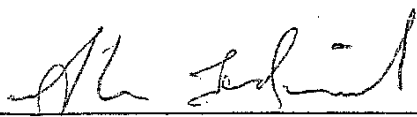
AN ADDENDUM TO RESOLUTION #91-28 ESTABLISHING A POLICY OF SOBER AND RESPONSIBLE REPRESENTATION FOR AREA VILLAGES

- WHEREAS: The Association of Village Council Presidents, Inc. (AVCP, Inc.) is the regional non-profit organization representing its 56 member indigenous Native villages within western Alaska and supports the endeavors of its member villages; and
- WHEREAS: AVCP, Inc. recognizes the critical effect that alcohol abuse is having on our survival as native people; and
- WHEREAS: AVCP, Inc. at its Twenty-Seventh Annual Convention made a declaration of war against alcohol and drugs by adopting Resolution #91-28; and
- WHEREAS: AVCP, Inc. supports the efforts of YKHC in their "Take Pride in Sobriety" campaign; and
- WHEREAS: The time has come for us to demand strong, sober leadership to provide positive role models for our children and constituents;

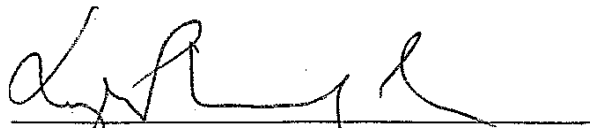
NOW THEREFORE BE IT RESOLVED that the delegates of the 32nd Annual Convention have determined to address the issue of reprimanding staff, delegates, Board Members and any other individuals sponsored by AVCP, Inc. funds to attend regional, state and federal meetings, or educational institutions and who do not fulfill their responsibilities due to the abuse of Alcohol. The following sanctions may be imposed for just cause, which may included but not limited to the following:

1. Full reimbursement of travel and per diem costs to AVCP, Inc.
2. A letter to be sent to appropriate entities advising them of the circumstances and actions.
3. In the case of a Board Member or staff member abusing alcohol when representing AVCP, Inc., the first violation will result in removal or termination unless the individual enters a substance abuse treatment program, a written reprimand and reimbursement proof travel expenses. The second violation will result in removal or termination.
4. In the case of individuals who are not employed by AVCP, Inc., but are funded by AVCP, Inc. to attend meetings or conferences, a second violation will result in the individuals being "black listed" from representing AVCP, Inc. until they can exhibit responsible and accountable behavior. **For clients, a first violation will result in not funding assistance until proof of substance abuse treatment and one year of sobriety is shown.**

ADOPTED by the Association of Village Council Presidents, Inc. meeting in its Thirty-Second Annual Convention in Emmonak, Alaska on October 10, 1996, with a duly constituted quorum of members present.



Glenn Fredericks, Chairman of the Board



Myron Naneng, President