

**GRANT SUB AGREEMENT BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
THE SAN JOSE-EVERGREEN COMMUNITY COLLEGE
DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 22th day of March, 2016, between Chabot-Las Positas Community College District (hereinafter "CLPCCD") and the San Jose-Evergreen County Community College District (hereinafter "SUBRECIPIENT") on behalf of the Chabot College. CLPCCD and SUBRECIPIENT may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, CLPCCD was selected to serve as the Fiscal Agent for the "IDRC" Prime Award #15-1978-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to enhance alternative fuel vehicles (AFV) curriculum through employer input and engagement, addressing both the technical skills and the 21st Century skills needed by students to be successful as automotive technicians. Twelve colleges statewide will collectively address the common problem of integrating automotive technician hard skills, soft skills, and work-based learning opportunities with industry partners.

WHEREAS, CLPCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBRECIPIENT agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBRECIPIENT agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from March 22, 2016 through February 28, 2018.

3. Total Cost

The total cost to CLPCCD for performance of this Agreement shall not exceed \$12,250.00 USD.

4. Budget

SUBRECIPIENT agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBRECIPIENT and approved by the PRIME SPONSOR and/or CLPCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

Adding or deleting budget categories are subject to the prior approval of the Project Monitor and the SUBRECIPIENT agrees to notify CLPCCD when adding or deleting budget categories. CLPCCD will seek prior approval for these additions and/or deletions and approval must be granted before the SUBRECIPIENT makes any additions and/or deletions. Once the requested change is approved, the affected quarterly budget will be updated electronically.

5. Payment

Payments will be made quarterly upon receipt of the executed Agreement and a quarterly invoice for payment, accompanied by quarterly reports indicating that the required work has been completed. Total payments to the SUBRECIPIENT will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Quarterly invoices are to be submitted for payment for the quarterly costs accompanied by quarterly reports describing the required work that has been completed. Payment will be contingent upon receipt and review of required reports, data and information stipulated by the PRIME SPONSOR. Invoices must include the Agreement number, and should be submitted to the following address:

Chabot-Las Positas Community College District
Chabot College
ATTN: Dr. Kristin Lima
Dean, Applied Technology/Business
25555 Hesperian Boulevard
Hayward, CA 94545

7. Reporting

Through this Agreement, SUBRECIPIENT agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBRECIPIENT will provide this information to CLPCCD quarterly, within 15 days of each quarter's end. Final reporting is to be completed by February 1, 2018.

Reporting Dates Year 1 – reports due within 15 days of each quarter's end

3rd Quarter – April 30, 2017

4th Quarter – July 31, 2017

Reporting Dates Year 2 – reports due within 15 days of each quarter’s end

1st Quarter – October 31, 2017

2nd Quarter – January 31, 2018

Final Expenditure, Match, and Final Narrative Report – February 1, 2018

8. Expenditure of Grant Funds

SUBRECIPIENT agrees to comply with all Grant requirements as noted in the Reference materials in Article II and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or CLPCCD.

10. Time Extensions

SUBRECIPIENT must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Subrecipient

SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of CLPCCD, nor shall its employees be entitled to any personnel benefits of CLPCCD whatsoever.

12. Subrecipient Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBRECIPIENT shall submit to CLPCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

SUBRECIPIENT agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBRECIPIENT agrees that CLPCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBRECIPIENT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right of CLPCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated

Subrecipient Agreement between CLPCCD and San Jose - Evergreen Community College District representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of CLPCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBRECIPIENT expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the CLPCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CLPCCD shall provide SUBRECIPIENT with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by CLPCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CLPCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of CLPCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

CLPCCD: Primary Contact:
Dr. Kristin Lima, Dean Applied Technology/Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545

Fiscal Representative:
Chabot-Las Positas Community College District
Lorenzo Legaspi, Vice Chancellor, Business Operations
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

SUBRECIPIENT:

Primary Contact:
Lena Tran, Dean, Business & Workforce Development
Evergreen Valley College
3095 Buena Road
San Jose, CA 95135-1598

Fiscal Representative:
Andrea Alexander
Vice President, Business Manager
Evergreen Valley College
3095 Buena Road
San Jose, CA 95135-1598

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, CLPCCD may modify this Agreement through an amendment, as needed. SUBRECIPIENT

Subrecipient Agreement between CLPCCD and San Jose - Evergreen Community College District agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

REFERENCE MATERIALS

Click here to access the following reference materials:

Industry-Driven Regional Collaborative Legal Terms and Conditions Articles I and II
Guidelines, Definitions, and Allowable Expenditures
Common Metrics and Accountability Measures

SB 1402 bill text:

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1401-1450/sb_1402_bill_20120917.html

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between CLPCCD and SUBRECIPIENT with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Lorenzo Legaspi
Vice Chancellor of Business Services

Date

SAN JOSE - EVERGREEN COMMUNITY COLLEGE DISTRICT

Andrea Alexander
Vice President, Business Manager

Date

Exhibit A. Scope of Work:

1. Michael Hernandez, Instructor, Evergreen Valley College, agrees to participate in the Industry-Driven Regional Collaborative (IDRC)—Acute Labor Needs, Industry-Recognized Credentials and 21st Century Skills grant. He will attend the five Quarterly Advisory Committee Meetings in Northern California and participate in the following activities:
 - a. Review Solano's Alternative Fuel Vehicles (AFV) curriculum with automotive industry participants and their community college faculty peers
 - b. Develop recommendations with the Advisory Committee participants to improve the AFV curriculum to address current and future technical and students' hard skills
 - c. Identify and refine the 21st Century soft skills that automotive industry participants and faculty perceive to be essential for student career success in the automotive industry
 - d. Participate in the review of 21st Century skills curriculum and Automotive Internship Program's Best Practices
 - e. Embed the recommended 21st Century skill' course recommendations into the modified AFV curriculum and obtain approval for the pilot/course modules
 - f. Instruct at least one embedded/modified AFV/21st Century Skills pilot course
 - g. Provide feedback on the piloted course to the Advisory Committee and faculty and modify curriculum where needed
 - h. Assist in the coordination of student internships with the automotive employers offering internships to students from the pilot course
 - i. Review the interns' performance with participating auto employers and identify the beneficial training components. Adjust and modify curriculum, where needed
 - j. Conduct second pilot, if possible
 - k. Review second pilot and provide feedback on the improvements. Adjust and modify curriculum, where needed
 - l. Prepare quarterly reports and invoices. Prepare final recommendations, curriculum and reports with Project Director.

2. Period of Performance:

The period of performance for this Agreement shall be from March 22, 2016 through February 28, 2018.

3. Total Cost:

Total Cost of this Agreement shall not exceed \$12,250.00

- a. Participation in the 5 Advisory Committee Meetings: 6 hours of preparation time and 6 hours of meeting time for each meeting: 12 hours x 5 meetings x \$60 an hour = \$3,600.00, plus benefits @35% = \$4,860.00.
- b. Funding for pilot course: 17 weeks for 3 unit pilot course x \$144/hr = \$7,344.00 for the first pilot. If a second pilot course is conducted, this agreement will be increased.