

**BAY AREA COMMUNITY COLLEGE CONSORTIUM  
STRONG WORKFORCE PROGRAM REGIONAL FUND  
MASTER AGREEMENT CC-16/17-1  
BETWEEN  
CABRILLO COMMUNITY COLLEGE DISTRICT  
and  
Chabot-Las Positas CCD on behalf of Chabot College**

This Agreement is between Cabrillo Community College District, hereinafter referred to as “Fiscal Agent,” and Chabot-Las Positas CCD on behalf of Chabot College, hereinafter referred to as “Subrecipient”. The Fiscal Agent and Subrecipient are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program-Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor’s Office, i.e., Prime Sponsor, and is effective to cover activities beginning July 1, 2016 and ending December 31, 2018 supported by Strong Workforce Program Regional Fund allocations disbursed in 2016-2017.

WHEREAS, the Fiscal Agent has received funds for the Strong Workforce Program Regional Consortia allocation from the California Community Colleges Chancellor’s Office (hereinafter “Sponsor”), for the purpose of implementing the program entitled Strong Workforce Program established by Education Code Sections 88820-88826 (hereinafter “Program”).

WHEREAS, the Fiscal Agent has been designated as the Regional Fiscal Agent for the Program for the Bay Area Community College Consortium (hereinafter “BACCC”) and is responsible for dispensing, monitoring and auditing sub-grants developed with each community college district within the region once spending decisions have been authorized by the CTE Regional Consortium as stipulated in Strong Workforce legislation.

WHEREAS, Fiscal Agent, Cabrillo Community College District has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

WHEREAS, the Consortium Member is a community college district, located within the boundaries of the regional consortium, and agrees to participate in the BACCC in accordance with the rules and procedures as approved by Sponsor and as stipulated in the Strong Workforce Program.

NOW, THEREFORE, the Parties agree as follows:

**1. PERIOD OF PERFORMANCE**

The period of performance for this Agreement shall be from July 1, 2016 through December 31, 2018 unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.

## **2. CERTIFIED PROJECT PROPOSALS**

Subrecipient shall perform the Scopes of Work detailed using individually certified Project Proposals contained in attached Exhibits. Certified Project Proposals are those proposals submitted on the on-line Regional Strong Workforce Program platform and certified by the Subrecipient as meeting the intention and requirements of the Strong Workforce Program legislation. Such certified Project Proposals shall fully detail the scopes of work between Parties. As needed, the Project Proposals can be amended and modified based on written approval by the Parties. By signing this Master Agreement, the Fiscal Agent and Subrecipient agree that the Certified Project Proposals will be binding under this Master Agreement without further action by the Parties.

Subrecipient agrees to make the investments and to conduct the work as described in the Certified Project Proposal documents submitted by Subrecipient and attached hereto as Exhibits and incorporated by reference in this Agreement. Subrecipient agrees that funds will be used for the purpose of meeting the following goals established through the BACCC Regional Collaborative Planning Process:

- Goal A: Meet the needs of employers for well-qualified candidates for middle-skill positions that pay livable wages
- Goal B: Provide pathways that enable all Bay area residents to find employment and advance to livable wages
- Goal C: Ensure equity in participation, completion, and employment

## **3. COLLABORATION**

Where proposals involve multiple colleges, all Parties agree to work collaboratively with all other colleges specifically referenced in the Project Proposals in order to complete the Scope of Work.

## **4. TOTAL COSTS**

The total cost for performance of this Agreement is set forth in Exhibit B where funding amounts for each Project are listed.

## **5. BUDGET**

Subrecipient agrees that expenditure of funds under the Agreement will be in accordance with the project budgets submitted by the Subrecipient and shown in Exhibit B, which by reference are incorporated into this Agreement.

Funds are to be utilized by the Subrecipient in accordance with the terms and conditions of both this Master Agreement and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office ([Strong Workforce Program Guidance Memos](#)).

If there is a reduction in funding by the Chancellor's Office, the Fiscal Agent reserves the right

to require adjustment to the scope of work and funding of the Agreements accordingly, up to and including the end of all activities under this Agreement.

Subrecipient understands that all funds must be fully expended by December 31, 2018. Subrecipient agrees to work with Fiscal Agent to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds are fully spent or released and reallocated to another college that can fully spend the funds.

## **6. BUDGET MANAGEMENT**

The Subrecipient will manage its budgets so that there is a clear distinction between Local Strong Workforce funds and Regional Strong Workforce Funds (which are the subject of this Agreement), and a clear distinction between the fiscal year of the allocation (e.g., that the allocation for 2016-2017 is distinct from any allocation for 2017-2018). Since the term for the use of the funds is more than one year there will be concurrent use of separate allocations. In such cases, it is advised that the Subrecipient assign separate project numbers to each year's allocation, or in some other manner make a clear distinction between the separate allocations.

## **7. PAYMENT**

The Fiscal Agent shall make payments to the Subrecipient up to the amount listed in Exhibit B, Strong Workforce Approved Programs Summary.

Fifty percent (50%) of the total cost will be issued as an advance payment to Subrecipient. Fully executed Agreements submitted along with required insurance certificates by May 15, 2017 will be paid by June 30, 2017. Agreements submitted after that date will be paid by the end of July 2017 or within forty-five days of Fiscal Agent's receipt of the fully executed Agreement and insurance certificates, whichever date is later. Thereafter, the Fiscal Agent shall reimburse Subrecipient for the cost of the work performed through an invoicing process, up to but not exceeding the amount listed in Exhibit B, Strong Workforce Approved Programs Summary.

## **8. INVOICES**

Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs by Project. Invoices shall be submitted no more frequently than quarterly and no less frequently than after the close of each fiscal year. Invoices may be submitted at other times to accommodate large capital expenditures. Fiscal Agent may request back-up documentation for expenditures, if required to adhere to compliance terms and standards. Payment of the final 10% of the contract is contingent upon completion of the Scope of Work as stated in the Exhibits, upon receipt of a final invoice requesting payment, and upon Fiscal Agent's approval of a final report. Invoices should be submitted electronically to Fiscal Agent contact named in Exhibit A. A final invoice for all performance under this Agreement is due no later than January 15, 2019.

## **9. REPORTING**

Subrecipient agrees to provide qualitative and quantitative progress reports and a final report

according to the schedule provided by and as required by the California Community College Chancellor’s Office and the Bay Area Community College Consortium. Fiscal reports detailing fiscal activity during each fiscal year of the performance periods will also be submitted. Reports will be submitted to the Fiscal Agent in a timely manner according to the schedule below. Subrecipient will be provided with thirty days notice of any changes to the the reporting schedule

**Reporting Schedule**

| <b>Performance Period</b>          | <b>Progress Report Due</b> | <b>Fiscal Year End Report Due</b> |
|------------------------------------|----------------------------|-----------------------------------|
| July 1, 2016 to June 30, 2017      | July 31, 2017              | July 31, 2017                     |
| July 1, 2017 to September 30, 2017 | October 31, 2017           |                                   |
| October 1 to December 31, 2017     | January 31, 2018           |                                   |
| January 1 to March 31, 2018        | April 30, 2018             |                                   |
| April 1 to June 30, 2018           | July 31, 2018              | July 31, 2018                     |
| July 1 to September 30, 2018       | October 31, 2018           |                                   |
| October 1 to December 31, 2018     | Include in final report    | January 31, 2019                  |

A final report covering the entire performance period of the Agreement, including all supporting documentation, is due January 31, 2019.

**10. MODIFICATIONS**

When Subrecipient wishes to substantively change the outcomes of a project, timeline, or the investments being made, Subrecipient should consult with Fiscal Agent to determine if the Project Proposal requires formal modification and approval by the Fiscal Agent.

**Modifications to Project Budgets**

Modifications to the budgets, as detailed in the Certified Project Proposals, are allowed without prior approval, as long as all budget items comply with the Strong Workforce Program requirements and authorized uses of funds, and the outcomes of the Projects will not be materially affected.

**Transfer of Funds Between Certified Projects**

For projects that are fully contained within a college and have no other participating colleges, funds may be transferred from one project to another at the discretion of the Subrecipient as long as the intended outcomes of the projects are not substantively changed. Certified Project Proposal budgets should be updated in the online system and Exhibit B Strong Workforce Approved Program Summary and/or through the reporting system to reflect these reallocations. Further direction will be provided on how to report these changes to the Subrecipient’s Primary Contact as identified in Exhibit A.

**Transfers of Funds Impacting Regional Joint Ventures**

Budget transfers away from Projects that include budget commitments from multiple colleges (Regional Joint Ventures) require consultation with other colleges participating in the Joint

Venture to ensure the transfer does not jeopardize the outcomes of the other colleges. Transfers of Regional Joint Venture Funds require specific written approval from the Fiscal Agent. The following process should be followed in these circumstances:

- A. The Subrecipient Primary Contact notifies the Fiscal Agent and the Project Lead for the Regional Joint Venture Project of the desired changes.
- B. Subrecipient notifies the other colleges involved in the Regional Joint Venture Project and secures agreement to the change(s) from the other colleges and/or the Project Lead.
- C. The Fiscal Agent will conduct a technical review of the requested changes to ensure compliance with the grant terms and conditions. The Subrecipient updates and certifies the Project Proposal. Exhibit B is modified to reflect the changes and the modified Project is attached to the Agreement.

### **New Projects**

New Projects, made possible through the reallocation of funds, should be entered into the online system and certified by the Subrecipient as meeting the intention and requirements of the Strong Workforce Program legislation. Subrecipient should notify Fiscal Agent the Project is available for review. After review and approval, the Certified Project Proposal will be added to Exhibit B Strong Workforce Approved Programs Summary, and the Certified Project Proposal will be included as an Exhibit.

Whenever a Project Proposal is substantively changed or a new Proposal is submitted, the Subrecipient and Fiscal Agent will sign or approve via electronic means the amended Exhibit B, which will replace the prior Exhibit B and become part of the active Master Agreement once executed.

### **11. TIME EXTENSIONS**

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

### **12. CONTACTS**

All invoices, supporting documentation, progress reports, and requests for modifications from the Subrecipient will be submitted on-line or via email to the Fiscal Agent Strong Workforce Program Project Manager.

Contact information for these Fiscal Agent and Subrecipient roles is to be provided in Exhibit A, Contacts.

Both Parties agree to notify the other, in writing, within 30 days of changes to project contacts.

### **13. SHARED USE OF EQUIPMENT or RESOURCES**

In the event that Subrecipient uses funds to secure equipment or other resources to be used in

common or for shared use with other colleges, a separate agreement may be needed between or among them to outline the terms and conditions of that use. The Subrecipient should notify the Fiscal Agent of the intent for shared use of equipment and resources, and the Fiscal Agent will clarify the requirements with the Chancellor's Office, and provide guidance to the Subrecipient regarding development of a shared use agreement.

#### **14. INTELLECTUAL PROPERTY**

Any work product resulting from this Agreement falls under the California Community Colleges, Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

#### **15. SUBCONTRACTS**

The Subrecipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Subrecipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

#### **16. RECORDS AND AUDITS**

- A. The Subrecipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Agreement.
- B. The Subrecipient must maintain a list of the type, cost, and location of the equipment purchased with Strong Workforce Program funds.
- C. The Subrecipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and 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. The Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The 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, the Subrecipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.
  - a. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until the completion of the

action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.

- b. All records must be retained throughout the project. The three (3) year period of retention starts on the last day of the performance period stipulated in 2. Period Of Performance.

## **17. NOTICES**

A Party to this Agreement may give notice to the other Party by sending an email and receiving acknowledgement of its receipt or through certified mail to the addresses specified below. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current. Contact information is specified in Exhibit A, Contacts.

## **18. 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 Fiscal Agent under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Subrecipient. In the event that such funding is terminated or reduced, Fiscal Agent shall provide the Subrecipient with written notification of such determination and Fiscal Agent shall reimburse the Subrecipient for costs incurred up to the termination date. If Subrecipient has not fully spent funds advanced by the Fiscal Agent, Subrecipient agrees to return to Fiscal Agent funds unspent as of the termination date. Notice shall be deemed served on the date of receipt by the Subrecipient; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

## **19. 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 the Fiscal Agent 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 the Subrecipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent 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 the Fiscal Agent 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.

## **20. INDEMNIFICATION**

All Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Parties, 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 Parties, 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 or willful misconduct of the Parties or any of its agents or employees.

## **21. INSURANCE**

Acceptance of this agreement constitutes that Subrecipient is not covered under Fiscal Agent's general liability insurance and that Subrecipient agrees, during the term of this Agreement, to maintain, at the Subrecipient's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Subrecipient shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. Workers' Compensation – Subrecipient shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this agreement under the employ, supervision or control of Subrecipient.
- B. General Liability - The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. Automobile Liability - If automotive vehicles are operated by Subrecipient in Subrecipients performance of Subrecipient's obligations under this agreement, Subrecipient shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. Subrecipient shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing



coverages expire, change, or are canceled, Subrecipient shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

*“Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder.”*

## **22. INDEPENDENT CONTRACTOR**

The Subrecipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Subrecipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. The Subrecipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Subrecipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers’ compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Subrecipient’s employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Subrecipient’s employees or independent subcontractors. The Subrecipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

## **23. ASSURANCES**

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code Sections 88820-88826, and with the guidance documents provided by the California Community College Chancellor’s Office as posted on the Guidance section of the Strong Workforce Program website: <http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx>

By signing this Agreement the Subrecipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers’ Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

## **24. 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 remain in full force and effect and shall not be affected thereby.

**25. WAIVER**

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Fiscal Agent from enforcing the terms of this Agreement.

**26. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

**27. AGREEMENT IS COMPLETE**

No amendment, alteration 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 this Agreement is binding on any of the Parties.

**30. SIGNATURES**

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Master Agreement between the Cabrillo Community College District and Chabot-Las Positas CCD on behalf of Chabot College, and are binding upon the Parties without any further action by the Parties.

IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT  
Cabrillo Community College District  
Michael Robins  
Director, Purchasing, Contracts & Risk  
Management

SUBRECIPIENT  
Chabot-Las Positas CCD  
Lorenzo Legaspi  
Vice Chancellor, Business Services

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

**BACCC Strong Workforce Program Agreement: Exhibit A - Contacts****Chabot College****Master Agreement: CC-16/17-1****Primary SWP Contact****Dr. Kristin Lima**

Person with primary responsibility for managing the SWP portfolio of investments at the college. Generally a CTE administrator.

Dean, Applied Technology and Business  
 klima@chabotcollege.edu  
 510-723-6652  
 Chabot-Las Positas CCD  
 7600 Dublin Blvd., 3rd Floor  
 Dublin, CA 94568

**Authorized Signer****Lorenzo Legaspi**

Person authorized to sign contracts on behalf of the college.

Vice Chancellor, Business Services  
 llegaspi@clpccd.org  
 925-485-5203  
 Chabot-Las Positas CCD  
 7600 Dublin Blvd. 3rd Floor  
 Dublin, CA 94568

**Fiscal Contact****Lorenzo Legaspi**

Person responsible for submitting or reviewing the financial reports to ensure they are backed up in General Ledger system. Usually from the college or district's business office.

Vice Chancellor, Business Services  
 llegaspi@clpccd.org  
 925-485-5203  
 Chabot-Las Positas CCD  
 7600 Dublin Blvd. 3rd Floor  
 Dublin, CA 94568

**Reporting Contact****Dr. Kristin Lima**

Person responsible for submitting progress reports. May be the same as the Primary SWP Contact.

Dean, Applied Technology and Business  
 klima@chabotcollege.edu  
 510-723-6652  
 Chabot-Las Positas CCD  
 7600 Dublin Blvd., 3rd Floor  
 Dublin, CA 94568

**BACCC/Cabrillo CCD**

*Strong Workforce Program Project Manager*

**Kate Raymundo**

kate@baccc.net  
 831-477-3246

BACCC Chair

**Rock Pfothhauer**

rock@baccc.net  
 831-479-6482

**BACCC Website****Mailing Address**

[baccc.net](http://baccc.net)

BACCC c/o Cabrillo College

[baccc.net/swp-contracts](http://baccc.net/swp-contracts)

6500 Soquel Drive  
 Aptos, CA 95003

|  |  |           |  |                             |                               |  |  |  |  |                      |                          |                |               |  |
|--|--|-----------|--|-----------------------------|-------------------------------|--|--|--|--|----------------------|--------------------------|----------------|---------------|--|
| <b>BACCC Strong Workforce Program Approved Allocations: Exhibit B</b>  |  |           | <b>Total Cost</b>                                    | <b>\$778,053</b>            |                               |  |  |  |  |                      |                          |                |               |  |
| Master Agreement #   |  |           | <b>CC-16/17-1</b>                                    |                             |                               |  |  |  |  |                      |                          |                |               |  |
| Between Cabrillo CCD, Fiscal Agent for BACCC and   |  |           | <b>Chabot-Las Positas Community College District</b> |                             |                               |  |  |  |  |                      |                          |                |               |  |
| on behalf of   |  |           | <b>Chabot College</b>                                |                             |                               |  |  |  |  |                      |                          |                |               |  |
| District<br>Summary<br>View  |  |           | Total Budget<br>All Sources                          | Funds by Source             |                               |  |  |  | Funds<br>Redirected<br>FROM<br>Other<br>Colleges                                     | Contract Preferences |                          |                |               |  |
|  | Number of Certified Proposals  |           | 9  | Direct<br>Allocation        | Regional<br>\$1M RJV<br>Grant | Funds<br>Redirected<br>TO Another<br>College |  |  | One contract for each college plus one for district level projects if there are any. |                      |                          |                |               |  |
|  | Total Budget for District  |           | 778,053  | 778,053                     |                               |  |  |  |  |                      |                          |                |               |  |
| Budgeted Institution<br>(College, District Project)<br>Summary View  | <b>TOTALS FOR BUDGETED INSTITUTIONS</b>                              |           | <b>Breakdown of Budget by Source</b>                 |                             |                               |  |  |  |  |                      |                          |                |               |  |
|  |  |           | Budgets<br>from<br>Certified<br>Proposals            | Total Budget<br>All Sources | Direct<br>Allocation          | Regional<br>\$1M RJV<br>Grant                | Funds<br>Redirected<br>TO Another<br>College                         |  | Funds<br>Redirected<br>FROM<br>Other<br>Colleges                                     |                      |                          |                |               |  |
|  | Chabot College   |           | 778,053  | 778,053                     | 778,053                       |  |  |  |  |                      |                          |                |               |  |
|  | <b>Total</b>   |           | <b>778,053</b>                                       | <b>778,053</b>              | <b>778,053</b>                |  |  |  |  |                      |                          |                |               |  |
| Proposed Programs View   |  |           |  |                             |                               |  |  |  |  |                      |                          |                | Lead Colleges |  |
| Budgeted Institution   | Program Title  | Status    | Total Budget<br>All Sources                          | Direct<br>Allocation        | Regional<br>\$1M RJV<br>Grant | Funds<br>Redirected<br>TO Another<br>College | College to<br>Receive<br>Redirected<br>Funds in<br>Support of<br>RJV | Funds<br>Redirected<br>FROM<br>Other<br>Colleges | Lead College   | Project Lead         | Email                    | Phone          |               |  |
| Chabot College   | ADV MFG: Advanced Welding Technologies (COMPLETE)                    | Certified | 13,625   | 13,625                      |                               |  |  |  | Laney College  | Mark Martin          | markmartin@peralta.edu   | 650.248.7728   |               |  |
| Chabot College   | ADV MFG: CNC 5th Axis Training & Professional Development (COMPLETE) | Certified | 13,625   | 13,625                      |                               |  |  |  | De Anza College  | Mark Martin          | markmartin@peralta.edu   | 650.248.7728   |               |  |
| Chabot College   | Bay Area Drone Education and Training - complete                     | Certified | 73,800   | 73,800                      |                               |  |  |  | Santa Rosa Junior College  | Jerry Miller         | jmiller@santarosa.edu    | 707-524-1506   |               |  |
| Chabot College   | Bay Area Public Safety   | Certified | 254,500  | 254,500                     |                               |  |  |  | Los Medanos College  | Natalie Hannum       | Nhannum@losmedanos.edu   | 925-473-7403   |               |  |
| Chabot College   | Career Pathway Collaboration/Development - Adult Education           | Certified | 17,250   | 17,250                      |                               |  |  |  | Contra Costa CCD   | Randal Tillery       | rtillery@4ccd.edu        | 209-505-3965   |               |  |
| Chabot College   | Global Internship in an International City                           | Certified | 38,000   | 38,000                      |                               |  |  |  | Skyline College  | Yvonne Reid          | reidy@smccd.edu          | 650-738-7117   |               |  |
| Chabot College   | K-14 Pathways Regional Project                                       | Certified | 100,000  | 100,000                     |                               |  |  |  | Contra Costa CCD   | Janine Kaiser        | kaiser@compasspolicy.com | 510-542-9138   |               |  |
| Chabot College   | New Degrees in Advanced Manufacturing and Engineering                | Certified | 248,348  | 248,348                     |                               |  |  |  | Chabot College   | Kristin Lima         | klima@chabotcollege.edu  | 510-723-6652   |               |  |
| Chabot College   | SWP-Regional Entrepreneurship Program                                | Certified | 18,905   | 18,905                      |                               |  |  |  | West Valley-Mission CCD  | Gabriela Sapp        | gasapp@cabrillo.edu      | (415) 254 5094 |               |  |
| <b>Signatures</b>  |  |           |  |                             |                               |  |  |  |  |                      |                          |                |               |  |
| BACCC Review   |  |           | _____  |                             |                               |  |  |  |  |                      |                          |                |               |  |
|  |  |           | Rock Pfothenauer, BACCC Chair (date)                 |                             |                               |  |  |  |  |                      |                          |                |               |  |
| By signing below, the Parties agree to the terms and conditions set forth in the Master Agreement between the Cabrillo Community College District and Chabot-Las Positas Community College District, and are binding upon the Parties without any further action by the Parties. |  |           |  |                             |                               |  |  |  |  |                      |                          |                |               |  |
| Cabrillo Community College District  |  |           | Chabot-Las Positas Community College District        |                             |                               |  |  |  |  |                      |                          |                |               |  |
| Michael Robins   |  |           | Lorenzo Legaspi                                      |                             |                               |  |  |  |  |                      |                          |                |               |  |
| Director, Purchasing, Contracts & Risk Management  |  |           | Vice Chancellor, Business Services                   |                             |                               |  |  |  |  |                      |                          |                |               |  |
| _____  |  |           | _____  |                             |                               |  |  |  |  |                      |                          |                |               |  |
| (signature)  |  |           | (signature)  |                             |                               |  |  |  |  |                      |                          |                |               |  |
| _____  |  |           | _____  |                             |                               |  |  |  |  |                      |                          |                |               |  |
| (date)   |  |           | (date)   |                             |                               |  |  |  |  |                      |                          |                |               |  |

## ADV MFG: Advanced Welding Technologies (COMPLETE)

Link to full proposal text: [ADV MFG: Advanced Welding Technologies \(COMPLETE\)](#)

Budget: \$13,625

Sector Served: Advanced Manufacturing

Lead College: Laney College

### Description

Create a regional marketplace to do professional development in 2 areas related to welding:

1) Advanced welding technologies used in industry, such as:

- Welding automation / robotics
- Laser welding
- Laser / plasma cutting

2) Advanced technologies that might be used in the classroom to help train students

- Virtual trainers
- Augmented reality trainers
- Online training
- Etc.

### Investments

The first year we will concentrate on professional development and education. We will work with industry to run workshops and demonstrations of the latest welding technology. This will include training technology that can be used in the classroom to teach welding (e.g., virtual and augmented reality).

### Workplan Risks

Lack of participation by faculty due to overloaded schedule.

## ADV MFG: CNC 5th Axis Training & Professional Development (COMPLETE)

Link to full proposal text: [ADV MFG: CNC 5th Axis Training & Professional Development \(COMPLETE\)](#)

Budget: \$13,625

Sector Served: Advanced Manufacturing

Lead College: De Anza College

### Description

Through this joint collaboration we will convene a regional industry advisory group to work with the colleges to develop / update curriculum needed to teach 5th axis machining and programming. This effort will include professional development to help faculty update their skills, funds to buy equipment to update machines and software to 5th-axis capability, and work to develop curriculum that can be used by all colleges. In addition, we will work to find adjunct faculty to help teach classes in CNC.

### Investments

#### CURRICULUM & PROFESSIONAL DEVELOPMENT

Investments for curriculum and professional development will be relatively low - estimated at \$2k-\$4k per college. The funds would be used to pay for release time for faculty training and the costs of hiring industry experts for professional development seminars. Some funds might also be needed to pay faculty for curriculum development if not already part of their duties.

#### EQUIPMENT

The largest expense will be for equipment purchases. Some colleges may need to purchase additional equipment and software to convert their existing CNC machines to 5-axis machines.

With the update in curriculum and training of the faculty, combined with the equipment and software, colleges will be much better prepared to train our students on how to run and program 5th-axis CNC machines. This will ensure that the companies in the Bay Area using CNC machines will have access to workers trained in the latest skills (this includes well known companies such as Tesla, LBL, LLNL, Apple, Google, and Facebook, but also hundreds of smaller companies).

### Workplan Risks

Faculty have additional (unexpected) demands place on their time and cannot participate.

## Bay Area Drone Education and Training - complete

Link to full proposal text: [Bay Area Drone Education and Training - complete](#)

Budget: \$73,800

Sector Served: Agriculture, Water & Environmental Technologies; Energy, Construction & Utilities; Information & Communication Technologies (ICT)/Digital Media; Other; Public Safety; Small Business; Advanced Transportation & Renewables;  
Lead College: Santa Rosa Junior College

### Description

Demand for Drone related skills are increasingly apparent in several disciplines. These include Photography, GIS/Mapping, Agriculture, First Responder, and software development. Federal Aviation Administration (FAA) licensing is also required of anyone flying a drone for non-hobby use.

This proposal will develop curriculum and training for instructors to become licensed commercial drone pilots. The instructors will take the knowledge, skill and abilities by to their campuses to educate train students to compete for jobs in the Unmanned Aerial Vehicle (UAV/Drone) industry.

Areas of focus will include flight operations, data analysis, flight programing, outfitting, repair and maintenance of Drones. The intent of this proposal is to have Instructors across all disciplines create courses in the discipline-specific uses of drones.

The proposed activity is a joint effort between at least 10 colleges and workforce agencies in the SF Bay Area to develop curriculum and other instructional material to meet regional needs, while building on one-another's efforts and investments.

### Investments

Santa Rosa Jr. College plans to invest \$40,000 to produce course(s) to train students to outfit, operate, and maintain drones, as well as the knowledge they need to become licensed commercial drone pilots. Other departments across all disciplines can then create courses which utilize drones, knowing that their students will be licensed and trained in safely operating drones. This will allow them to quickly get their students involved in the discipline-specific uses of drones.

Funding will be for:

Setting up meetings with the different discipline areas to determine their interest and needs

Meeting with the other colleges to create the requisite curriculum

Training faculty to teach these courses

Setting up approved testing facilities

Acquiring necessary equipment and supplies (hardware and software) for the classes

Professional and Curriculum Development

Marketing

### Workplan Risks

Failure to gain faculty support in developing curriculum which aligns with the regional proposal or a lack of investment in promotion and marketing of these enhancements could possibly cause a regional partnership to either not get started or to falter in enrollment.

## Bay Area Public Safety

Link to full proposal text: [Bay Area Public Safety](#)

Budget: \$254,500

Sector Served: Public Safety

Lead College: Los Medanos College

### Description

1. Increase testing capacity for EMT and Paramedic Students.

Problem: Too few testing sites is causing a backlog, thus students are having to wait a long time to test (up to three months for paramedic) or travel long distances (we have heard that some students have traveled to San Diego for a testing slot.)

2. Increase capacity around new testing standards for fire fighter-1.

Problem: New testing standards now require addition instructor training as well as equipment to cover the battery of exams. Most colleges that have FF-1 academies need PD funds or equipment funds to provide the new testing.

3. Scale model K-14 pathways specific to law enforcement/DOJ clearance careers (law enforcement officers, probation officers, corrections officers, district attorneys, etc.).

Problem: On-boarding students to law enforcement careers is becoming more challenging as more and more applicants do not meet background criteria. There are model pathways for LE careers that could be scaled.

4. Explore new and emerging for Law, Fire and EMS.

Problem: Some colleges are exploring/developing a Homeland Security degree/program, but need support around “new and emerging” industries. Part of the SWOT would be gathering information to support the direction of these programs such as model curriculum. Additionally, model curriculum needs to be updated to reflect changing technologies and philosophies in Public Safety curricula.

### Investments

The Bay region has 27 of the 28 colleges with public safety programs, nearly 60,000 enrollments, annual average of FTES of 8,750 (2013-2016), and over 40,000 middle skill jobs. The participants in this proposal have identified many opportunities for strengthening the programs and improving outcomes by working together. The staff position budgeted in this plan would provide the leadership and staff support required to unlock this potential. Alignment of curriculum and a coordinated marketing campaign will increase enrollments with students who can pass the background checks and improve retention within the program and in the job. Regional engagement with the public safety agencies will result in increased placements of graduates.

### Workplan Risks

Lack of dedicated coordination and colleges buying into the value of regional investments.



## Career Pathway Collaboration/Development - Adult Education

Link to full proposal text: [Career Pathway Collaboration/Development - Adult Education](#)

Budget: \$17,250

Sector Served: All Sectors

Lead College: Contra Costa CCD

### Description

Implement a regional Adult Education Career Pathway collaborative to focus on 1. PD related to best practices in transitional AE/CC CTE pathways; and 2. Identify 1-2 pathways (year 1) that we would like to develop regionally rather than doing so separately and in silos. 3) Identify common and best practices to increase integration of employer engagement and processes for strengthening WBL in AE/CC bridge programs

### Investments

1. Professional Development/Technical Assistance on best practices for integrated and accelerated transition of K12 Adult students into high growth/high wage programs of study in community colleges
2. Identification and implementation of a regional community of practice to create 1-2 regional integrated AE/CC pathway programs to accelerate K12 AE to CC enrollment and that increase non-credit and credit enrollment in college CTE programs region-wide
3. Implementation of a regional career pathway collaborative and community of practice that will continue yearly and that aligns WIOA, Strong Workforce, SSSP and other relevant funding linked to the above goals of moving more low income adults into Career Pathways through accelerated bridge programs.

### Workplan Risks

1. Colleges/Districts do not align SWP and AEBG funding resources to dedicate appropriate staff time and effort to to support aggressive planning implementation,
2. Local partners focus only on maintaining what exists rather than re-designing and re-deploying curriculum and support services in ways that accelerate student progress and completion,
3. Colleges and AE partners cannot find additional faculty to support new integrated pathways that increase overall CTE non credit and for credit enrollment

## Global Internship in an International City

Link to full proposal text: [Global Internship in an International City](#)

Budget: \$38,000

Sector Served: Global Trade & Logistics

Lead College: Skyline College

### Description

Student professional & personal development opportunities: Complete full-time internship in an international city. Explore career paths, assimilate into a new culture through professional internships, engage with the local community. Gain independence in supportive learning environment. International internships allow students to boost their career development & increase their job prospects. Employers want employees with global expertise and experiences & who are able to work across borders & cultures with ease. Students will expand their personal & professional networks, global & international concerns, & strengthen language skills. Together we can develop a partnership with organizations, such as, CAPA International Education, a non-profit educational organization that specializes in internships in global cities for students from the USA. CAPA has a long history of working with undergraduate students to place them in individualized internships.

### Investments

Investment in the faculty/staff to develop a Global Internship academic program that includes: 1) course curriculum development, 2) establishment of relationships with international employer sponsors (intern's placement), work hours, and program excursions (i.e. bus tours, day trips), 3) research to establish global internship application and student orientation processes prior to departure and fees (travel, room & board, intern program) and the , 4) establish meetings with universities that have an established internship program to uncover best practices in establishing a program and program partner relationships, 5) select a global educational network organization that is a trusted leader that specializes in internships in global cities for students from the USA, i.e. CAPA The Global Education Network, and 6) Faculty and Staff visitation of prospective employers to assess employer locations and commitment, student housing, etc.

### Workplan Risks

The major risks is that our students of all majors will remain behind their global counterparts in professional and personal development experience, hands-on exposure to explore career paths and assimilate into a new culture through professional international internships and engagement in international communities. Community Colleges must understand the urgency to prepare a global workforce.

## K-14 Pathways Regional Project

Link to full proposal text: [K-14 Pathways Regional Project](#)

Budget: \$100,000

Sector Served: All Sectors

Lead College: Contra Costa CCD

### Description

In the Bay Area, there are over 346,000 high school students who are potential “customers” for the Community Colleges. Through supporting the creation and sustainability of K14 Pathways, Colleges have the opportunity to increase FTES by building the enrollment pipeline and early college credit opportunities for students. Robust K14 Pathways help K12 students better understand their options for postsecondary education and careers, and support better preparation for and persistence in college programs.

This regional project emphasizes building up backbone supports for K14 Pathways, with the goal of increasing capacity within colleges to develop robust pathways, and increasing consistency in practice across colleges. Regional coordination is a critical element of this proposal.

The four elements of this proposal are:

Developing & Mapping Career Pathways; Increasing Early College Credit; Early Intervention/Awareness of Pathways; and, Expanding Work-Based Learning

### Investments

There are four elements of this proposal:

1) Developing & Mapping Career Pathways; 2) Increasing Early College Credit; 3) Expanding Early Interventions & Awareness of Pathways; and, 4) Documenting and Systematizing Work-Based Learning.

Investments in this proposal focus on building up capacity for cross-college coordination in these four areas (including funds for project management and administrative support) and funds to host shared professional development sessions. Colleges involved in this proposal are also investing in local capacity, release time or other resources, to enable more profound development of career pathways locally and strong engagement with cross-college efforts.

### Workplan Risks

This project is a complex initiative with various components, and there is a risk that due to time and capacity constraints we will be unable to achieve all of the goals delineated.

## New Degrees in Advanced Manufacturing and Engineering

Link to full proposal text: [New Degrees in Advanced Manufacturing and Engineering](#)

Budget: \$248,348

Sector Served: All Sectors

Lead College: Chabot College

### Description

The goal is to develop new degrees in Advanced Manufacturing (095600) and Engineering Technology (092400) to meet the demands of the East Bay for the manufacturing industry.

### Investments

The investments are in the needed technology for these new degrees.

### Workplan Risks

The risks will be if the equipment is not available and the timing needed to implement them in the classroom is significant.

## SWP-Regional Entrepreneurship Program

Link to full proposal text: [SWP-Regional Entrepreneurship Program](#)

Budget: \$18,905

Sector Served: Small Business

Lead College: West Valley-Mission CCD

### Description

The intent of this proposal is to create a regional entrepreneurship program. The program includes:

- 1-Exploring how we can fit into the current incubator/co-working/one-stop spaces in SF Bay Area.
- 2-Creation of a Regional Entrepreneurship Certificate
- 3-Creation of a Shared Network of Business Advisors to serve as a resource for student and community members interested in small business development.
- 4- Train college faculty on the Entrepreneurial Mind Set, and Chabot College Elevator Pitch Class.

DSN resources will be available to support this proposal.

### Investments

The formation of a network of Entrepreneurial Centers across the Bay Area will give students and community members alike access to various resources for developing small business ideas . This concept must be data driven, thus the need for an environmental scan and a needs assessment on Entrepreneur Centers in SF Bay Area. The marketing of this network will increase awareness of small business opportunities which will increase enrollment and other metrics used to bench mark such programs. This will also create a shared network of advisors giving students even greater access to successful professionals.

### Workplan Risks

The goal of the project is to research and implement a regional Entrepreneurial Center network. A needs assessment will give direction to the project, but it is possible that the research determines that the labor market demand is not high enough to justify the program or that the program is too expensive.