

**BAY AREA COMMUNITY COLLEGE CONSORTIUM
K12 STRONG WORKFORCE PROGRAM AGREEMENT BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT and SAN JOSÉ UNIFIED SCHOOL DISTRICT**

This agreement is entered into between Cabrillo Community College District (hereinafter referred to as “Fiscal Agent”) and San José Unified School District (hereinafter referred to as “Grantee”), collectively referred to as “Parties” and individually as “Party.”

1. RECITALS

WHEREAS, the Cabrillo Community College District has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as “K12 SWP”) for the Bay Area Community College Consortium (hereinafter referred to as “Regional Consortium”) and is responsible for distributing funds to each grantee within the region, following certification in NOVA by the Regional Signing Authority.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Community Colleges Chancellor’s Office (hereinafter referred to as “Chancellor’s Office”), in partnership with the California Department of Education (CDE) and as appropriated under Education Code¹ §88827, for the K12 SWP to create, support, and/or expand high-quality career technical education programs at the K12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program.

WHEREAS, the Grantee is entering into this agreement to set the terms and conditions for their agency’s award of the K12 Strong Workforce Program, and to be accountable for all deliverables identified in Exhibit B: K12 SWP CTE Pathway/Program Work Plan.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

2. AWARD AMOUNT

The total amount for this Agreement is **\$953,736.00** for the project titled ***Expanding Career Pathways Through Dual Enrollment, NOVA ID 25723*** and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region’s K12 SWP Selection Committee and entered into the California Community Colleges’ NOVA system (hereinafter referred to as NOVA).

Grantee certifies that grant funds received and the matching funds contributed by the Grantee and its partners shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

Whereas the region is collectively responsible for fully expending the regional allocation within the specified timeline, and whereas failure to do so can result in the return of the funds to the State, it is

¹ Unless otherwise noted, all statutory references herein shall be to the California Education Code.

imperative to have a process for reallocating funds when Grantees are unable to fully spend their allocation. In order to ensure the region is able to fully expend its allocation, Grantee should regularly monitor its rate of expenditures and contact BACCC to discuss reallocation of funds as soon as possible if it becomes evident that Grantee may be unable to fully expend Award. BACCC may initiate a discussion about possible reallocation if the expenditures reported at the end of fiscal year 2023-24 indicate that full and timely expenditure may be difficult to achieve.

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on January 1, 2024 and shall expire on June 30, 2026, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. SCOPE OF WORK

Grantee shall carry out the activities and achieve the performance outcomes as presented in the Grantee's certified plan in NOVA.

5. MODIFICATIONS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Fiscal Agent prior to the modification being made. The Fiscal Agent may require that a Grant Amendment be processed if the Fiscal Agent determines that a change would materially affect the project outcomes as described in the Pathway/Program Work Plan of the certified plan in NOVA, the terms of this Agreement, or the terms included in the K12 Strong Workforce Program RFA - Appendix A: Program-Specific Legal Terms and Conditions available at [k12swpRFAr6.baccc.net](https://www.baccc.net/k12swpRFAr6.baccc.net)

Grantee may make changes to any budget category amounts up to 10% of the total award amount per object code as listed in the Summary Budget in Exhibit A without the approval of the Fiscal Agent so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Fiscal Agent. Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement.

The process for requesting and approving amendments is determined by the Fiscal Agent. Budget changes or amendments are subject to applicable program limitations and require approval of the Fiscal Agent. No extensions to the performance period will be granted.

The process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments are posted on the Regional Consortium's K12 SWP website at [k12swp.baccc.net](https://www.baccc.net/k12swp.baccc.net).

6. INVOICING AND PAYMENT

Advance payment of 70% of the total amount of this Agreement will be paid to Grantee within 45 days following full execution of the Agreement.

Grantee may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment. Payment(s) will be made upon receipt of an invoice. Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs. Fiscal Agent may request back-up documentation for expenditures if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Final invoices for all performance under this Agreement are due no later than September 30, 2026.

The Grantee is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA (k12swpRFAR6.baccc.net), and as indicated in the Grantee's certified plan in NOVA. Grantees will be required to submit documentation of the match in the fiscal reports submitted through NOVA.

7. REPORTING

K12 SWP funding is project-based with project submissions and reporting of expenditures and match taking place in NOVA. The Grantee agrees to adhere to the reporting schedule as posted on the BACCC K12 SWP website, k12swp.baccc.net. Grantee will be provided 30 days notice of report due dates and any changes to the reporting schedule. Fiscal and narrative reports of project progress may be requested by the Fiscal Agent at other times. It is the responsibility of the lead LEA to ensure that all required Progress, Fiscal and Cal-PASS Plus reports are submitted by or on behalf of all K–12 Partner Agencies.

Grantee shall prepare and submit outcomes data as required by California Education Code §88828 (d) (8) (D). Grantee and partnering local educational agencies shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCCO for information sharing on K12 data. It is the responsibility of Grantee to ensure that all participating K–12 Partner Agencies with data required to be reported have an MOU with Cal-PASS Plus. By November 1 immediately following the fiscal year for which data are being reported, Grantee and partnering local educational agencies shall provide student-level data necessary to evaluate K12 SWP to CDE; submit all end-of-year data files, as applicable and required by K12SWP legislation, into the Cal-PASS Plus system; and notify their K-14 Technical Assistance Provider that data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

The Grantee is responsible for distributing funds to partnering agencies identified in the application as subgrantees. The Grantee is responsible for the performance of any services provided using funds awarded under this grant by partners, consultants, or other organizations. The Grantee must have an invoice process for all K-12 Partner Agencies (subgrantees) that enables the Grantee to provide the necessary backup documentation for all invoices submitted to the Fiscal Agent for expenses made by subgrantees. The Grantee is responsible for sharing relevant communication and information with all partners.

The Grantee shall obtain approval from the Fiscal Agent for additions or deletions to the subgrantees named in Exhibit A: Objective and Financials or for changes in the amount of funds awarded each subgrantee greater than 10% of the total grant.

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its partnering subgrantees, 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 Grantee. Grantee's obligation to pay its subgrantees and subcontractors is independent from the obligation of the Fiscal Agent to make payment to the Grantee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

9. RECORDS AND AUDITS

- A. The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Ed Code Section 14502.1.
- B. Grantee must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in the certified project plan and budget in NOVA .
- C. Grantee shall maintain and make available expenditure data for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (k12swpRFAr6.baccc.net) have been met.
- D. Parties agree 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 copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee 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. Grantee 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, Grantee 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.

10. 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.

11. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into

good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent or the Chancellor's Office, based on prior written mutual agreement as to which of these two entities will resolve the dispute. If the Parties do not agree as to the dispute resolution entity, the Fiscal Agent will solely select the final arbiter and such selection will be binding on the Grantee. The final arbiter's decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Grantee. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the final arbiter receives from Grantee a written request to appeal said decision. Pending the final decision of the appeal, Grantee shall act in accordance with the written decision of the Fiscal Agent or the Chancellor's Office, 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.

12. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their 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 its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, 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 seeking indemnification or any of its agents or employees.

13. INSURANCE

Acceptance of this Agreement constitutes that Grantee is not covered under Fiscal Agent's general liability insurance and that Grantee agrees, during the term of this Agreement, to maintain, at the Grantee'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, Grantee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. **Workers' Compensation:** Grantee 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 the Grantee, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured.
- 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 Grantee in Grantee's performance of Grantee's obligations under this agreement, Grantee 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, unless Grantee is self-insured or insured under a Joint Powers Authority, in which case Fiscal Agent will review coverage and indicate in writing if coverage is acceptable. Grantee 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 canceled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Grantee 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."

14. INDEPENDENT CONTRACTORS

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

Grantee, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the Fiscal Agent. The Grantee 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 Grantee 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 Grantee 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 Grantee's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Grantee's employees or independent subcontractors. The Grantee agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Grantee to withhold or pay any applicable tax, unemployment insurance or social security when due.

15. 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 §§88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA (k12swpRFAr6.bacc.net), and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

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<https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce>.

K12swp.baccc.net

By signing this Agreement the Grantee 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.

16. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, the Grantee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, Grantee shall be responsible for paying all such costs.

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

- A. During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Grantee shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Grantee shall also comply with the provisions of Government Code §§11135- 11139.8 regarding discrimination, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§59300 et seq.)

18. 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.

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19. 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 the 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 the Fiscal Agent from enforcing the terms of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in Santa Cruz County, State of California.

Grantee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

21. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the 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.

22. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) Process for requesting/approving budget/contract changes as posted on k12swp.baccc.net website
- 2) The Agreement,
- 3) K12 Strong Workforce Program RFA k12swpRFAr6.baccc.net),
- 4) Certified project plan and budget in NOVA

23. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and may be delivered in the following ways with preference given to email. A Party to this Agreement may give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Notice may also be sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. Such notice shall be effective when received, as indicated by courier or post office.

Each Party has the responsibility of keeping notice contact information accurate and current.

For Fiscal Agent:

Name of CCD: BACCC % Cabrillo Community College District
Address: 6500 Soquel Drive
City, State, Zip: Aptos, CA, 95003

Attention Name: Tootsie Torres
Title: BACCC Director, Regional Fiscal Operations
E-mail: tootsie@baccc.net Telephone: 831-477-5555

For Grantee:

Name of Lead LEA: San José Unified School District for San Jose High School

Address: 855 Lenzen Avenue
City, State, Zip: San Jose, CA 95126

For project/program related matters:

Attention Name: Ryan Jahrman
Title: Assistant Principal of Instruction, San Jose High School
E-mail: rjahrman@sjusd.org
Telephone: 408.535.6320 Ext. 66252

For fiscal related matters:

Attention Name: Eric Monley
Title: Interim Director of Fiscal Services
E-mail: emonley@sjusd.org
Telephone: 408.35.6142 Ext. 17925

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

24. 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 Agreement between Cabrillo Community College District and San Jose Unified School District, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT

Cabrillo Community College District

Alex Strudley

Director, Procurement and General Services

DocuSigned by:

028D1D4A3F4D458...
(signature)

5/28/2024


(date)

GRANTEE

San José Unified School District

Tracy Morrison

Director, Procurement



(signature)

(date)