

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
WESTED**

This first amendment (hereinafter “Amendment”) is entered into on this 25<sup>th</sup> day of February 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and WestEd (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2559-02 (hereinafter “Agreement”) between the parties dated December 10, 2018, with a term of November 1, 2018 through December 31, 2020 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

**WHEREAS**, RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #18-205-011 (hereinafter “Grant”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

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

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

**NOW, THEREFORE**, it is mutually agreed by the Parties to amend the following:

**Invoices will be amended as follows:**

6. Invoices

SUBCONTRACTOR must submit invoices for payment via e-mail to [RS@cccoco.edu](mailto:RS@cccoco.edu). Invoices will be reviewed and approved by the PRIME SPONSOR and then paid by RSCCD. Payment is contingent upon successful completion of the work, as approved by the PRIME SPONSOR. SUBCONTRACTOR should include the Agreement number on the invoice (refer to footer). Back-up documentation for expenditures may be requested, if required in order to adhere to compliance terms and standards. Refer to the Invoice Form and Instructions (exhibit C) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

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

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: WestEd

By:   
Name: Peter J. Hards

Title: Vice Chancellor  
Business Operations/Fiscal Services

Date: \_\_\_\_\_

Board Approval Date: February 25, 2019

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

94-3233542  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits (updated February 2019)

Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 09/18 and Article II, Rev. 05/14 (*NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.*)

Exhibit C: Invoice Form and Instructions

INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
Attn: Sarah Santoyo
2323 North Broadway, Ste. 201
Santa Ana, CA 92706

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: [ ] Advance Payment [ ] Progress Payment [ ] Final Payment

[ ] Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

8x6x5

## Instructions for Invoice Template

All invoices must be submitted electronically to the CCC Chancellor's Office Accounting Office inbox ([RS@cccco.edu](mailto:RS@cccco.edu)). The e-mail subject line must state "Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Example: RSCCD/Santa Ana/DSN/#18-459-008

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCC Program Contact/Monitor or the Fiscal Agent at [Gil\\_Maria@rscdd.edu](mailto:Gil_Maria@rscdd.edu).

**Letterhead/logo** - Insert letterhead or logo image.

**Date** – Enter the date the invoice was created.

**Invoice No.** – Enter an invoice number to be used for internal purposes by the community college district/college.

**Name** – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

**Address** – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

**Grant Number** – Enter the grant number provided by the Project Monitor.

**Fiscal Agent Sub-Agreement Number** – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

**Chancellor's Office Project Monitor** – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

**Payment Type** – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

**Description of Work and Dates Services Rendered** – Provide a description of the work performed and the dates of services rendered.

**Total Amount Due** – Enter the amount invoiced to CCCC.

**District/College Accounting Office Contact Information** – Identify an accounting office contact.

**District/College Program Contact Information** – Identify a program contact who can address questions about the work performed.

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
WESTED**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 10<sup>th</sup> day of December, 2018 between Rancho Santiago Community College District (hereinafter “RSCCD”) and **WestEd** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program, Award #18-205-011 (hereinafter “Grant”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

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

WHEREAS, SUBCONTRACTOR 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**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR 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 November 1, 2018 – December 31, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$1,291,140.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Project Budget (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement.

5. Payment

SUBCONTRACTOR will submit an invoice for a 40% advance payment to initiate the work, and will submit invoices thereafter for payment of the remaining 60%. Payment is contingent upon successful performance of the work, as approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Invoices must be submitted at least on a quarterly basis but may be submitted monthly, and should include the Agreement number (refer to footer). Submit invoices to the following address:

Rancho Santiago Community College District  
ATTN: Maria Gil  
2323 North Broadway, Suite 201  
Santa Ana, CA 92706  
Gil\_Maria@rsccd.edu

7. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Time Extensions

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

10. Independent Contractor

SUBCONTRACTOR 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 RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR 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.

13. Audit

SUBCONTRACTOR agrees that RSCCD, 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. SUBCONTRACTOR 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, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, 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 the performance of this Agreement.

14. 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.

15. 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. In the event of termination hereunder, SUBCONTRACTOR shall be compensated for all services satisfactorily performed up to the date of termination, and any non-cancelable obligations.

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

16. 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 RSCCD 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 SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD 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.

17. 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:

**RSCCD:**

**Primary Contact:**

Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsccd.edu](mailto:santoyo_sarah@rsccd.edu)

**Fiscal Representative:**

Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsccd.edu](mailto:hardash_peter@rsccd.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Kathy Booth, Senior Research Associate  
WestEd  
300 Lakeside Drive, 25<sup>th</sup> Floor  
Oakland, CA 94612  
(510) 302-4208, [Kbooth@wested.org](mailto:Kbooth@wested.org)

18. 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. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. 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 (Articles I, Rev. 09/18 and Article II, Rev. 05/14), 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, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

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 RSCCD and SUBCONTRACTOR 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.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: WestEd

By:   
Name: Peter J. Hardash

By: \_\_\_\_\_  
Name: Michael J. Neuenfeldt

Title: Vice Chancellor  
Business Operations/Fiscal Services

Title: Deputy Chief Financial Officer  
WestEd

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board Approval Date: December 10, 2018

94-3233542  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 09/18 and Article II, Rev. 05/14 (*NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.*)



excellence in research, development, and service

## K12 Strong Workforce Program Data & Training Scope of Work

### Goals

WestEd will assist the California Community College Chancellor's Office (CCCCO) and the California Department of Education (CDE) with the implementation of the K12 Strong Workforce Program (K12 SWP). The goals of this project will be to:

- Create implementation plans and provide staffing support to ensure that the strategic intent of the program is reflected in core program components such as the hiring of technical assistance providers, evaluation of funding proposals, and engagement of boards and committees
- Develop a data and accountability system with clearly defined key metrics and a data visualization tool within the LaunchBoard for practitioners to use in measuring program effectiveness, conducting local/regional planning, and demonstrating accountability to CDE, the CCCCCO, and the legislature
- Ongoing training and technical assistance to the field on data and accountability tools, data-driven planning, and major system topics related to building and strengthening career education pathways such as pathway mapping and development, dual/early credit opportunities, work-based learning, and integration of planning and resources allocation across initiatives to support students in attaining living wage jobs.

WestEd proposes a 2-year scope of work, expandable to three years at the discretion of the parties, to provide continuity in the implementation processes and ongoing support for the state agencies and the field for the Strong Workforce Program.

### Activities

#### 1. Process, Implementation, and Organizational Support

- A.** Facilitate inter-agency conversations and provide professional expertise regarding key definitions, implementation plans, and processes governing the K12 SWP program.
- B.** Develop key organizational and guidance materials for review and dissemination by the CCCCCO and CDE, building upon existing K14 efforts and the work of advisory committees.
- C.** Organizational and process support for designing the integrated K12/K14 technical assistance staffing infrastructure and funding mechanisms including:
  - i.** Identifying roles and responsibilities of the regional K14 Technical Assistance Providers and K12 Workforce Pathway Coordinators, to support the hiring process.
  - ii.** Developing guidance on the roles and responsibilities of the K12 SWP TA infrastructure and its function in relationship to the regional consortia, Sector/Deputy Sector Navigators, the Centers of Excellence, and other elements of the Doing What Matters TA infrastructure.
  - iii.** Establish appropriate processes for evaluating and selecting K12 SWP proposals.
- D.** Provide process support for hiring K14 TAPs and K12 Workforce Pathway Coordinators.
- E.** Provide process support for reviewing K12 LEA funding proposals.

## EXHIBIT A

### 2. Data and Accountability Systems

- A. Develop key metrics for the K12 SWP program, in tandem with the CCCCCO, CDE, and the Joint Board
- B. Document how metrics will be captured, including discussions regarding the division of labor between CDE and the CCCCCO for data collection and data sharing issues
- C. Identify additional data points that would support K12 SWP planning processes
- D. Update data definitions such as crosswalks between K12 and community college codes
- E. Develop and implement the K14 CTE Pipeline, including creating beta versions for review by stakeholders and the field and deploying a final version that will support ongoing evaluation and planning for K12 SWP investments

### 3. Professional Development and Training

- A. Develop training materials and outreach strategies to integrate K12 SWP metrics and the K14 CTE Pipeline into local and regional planning and evaluation activities
- B. Create and coordinate technical assistance networks, organized around each region, that leverage K12/K14 Technical Assistance Providers, Deputy Sector Navigators, Guided Pathways data coaches, and other data experts who have the necessary skills to provide professional development on:
  - i. using K14 CTE Pipeline and other data for local and regional planning, defining regional SWP K12 priorities, and local accountability
  - ii. understanding data and accountability issues that surface within the field or are identified by the Chancellor's Office
  - iii. managing challenges faced by consortia around topics such as dual enrollment/early credit, work-based learning, and collaboration with other regional planning efforts including the California Workforce Development Board planning, Adult Education Block Grants, and regional economic development and industry engagement activities
- C. Provide support for regional consortia in the initial stages of implementing the K12 SWP program including presentations/facilitation support at regional convenings or limited process support for local planning with leadership, including clarification on ways to align K12 SWP with efforts such as the overall SWP, Adult Education Program, Guided Pathways, the Vision for Success, and the Student Centered Funding Formula

### Timeline

#### Fall 2018:

- Develop key organizational and guidance materials
- Define roles and responsibilities of the regional K14 Technical Assistance Providers and K12 Workforce Pathway Coordinators, to support the hiring process
- Establish appropriate processes for evaluating and selecting K12 SWP proposals
- Develop a draft list of K12 SWP metrics and support vetting with the joint board
- Create data visualization concepts for presentation to the CDE/CCCCO Joint Board
- Support definitional and organizational work on key systems issues such as work-based learning, dual enrollment, or other topics as identified by the CCCCCO
- Ongoing training and technical assistance on data, accountability, and key system issues

## EXHIBIT A

### Spring 2019:

- Process support for hiring K14 TAPs and K12 Workforce Pathway Coordinators
- Process support for reviewing K12 LEA funding proposals
- Create initial LaunchBoard data element and data structure definition
- Develop updated crosswalks between K12 and community college codes
- Meeting with key talent and practitioners on supplemental K14 CTE metrics
- Develop training materials and outreach strategies to integrate K12 SWP metrics and the K14 CTE Pipeline into local and regional planning and evaluation activities
- Ongoing technical assistance to field on roll out and NOVA platform
- Ongoing training and technical assistance on data, accountability, and key system issues

### Fall 2019:

- Release the K14 CTE Pipeline
- Create and coordinate regional technical assistance networks, including training for key talent and data coaches on using the K14 CTE Pipeline
- Technical assistance to field on roll out of the NOVA platform
- Technical assistance regarding capturing and reporting essential data elements
- Training and technical assistance on data, accountability, and key system issues
- Provide support for regional consortia in the initial stages of implementing the K12 SWP program

### Spring 2020:

- Support regional technical assistance networks
- Technical assistance to field on roll out of the NOVA platform
- Technical assistance regarding capturing and reporting essential data elements
- Training and technical assistance on data, accountability, and key system issues

For more information contact: Kathy Booth, [kbooth@wested.org](mailto:kbooth@wested.org)

## EXHIBIT A

### Budget

	Year One	Year Two	Total
Salaries	242,825	201,496	444,321
Benefits	88,392	73,348	161,740
Travel	52,600	52,400	105,000
Telephone	2,422	2,003	4,425
Copying and Shared Equipment	1,175	985	2,160
Office Supplies and Expenses	360	303	663
Information Systems	23,291	19,938	43,229
Facility	21,225	17,821	39,046
Subcontracts	150,000	100,000	250,000
Program Support	24,543	21,110	11,903
Indirect Cost	105,379	89,524	194,903
<b>TOTAL</b>	<b>712,212</b>	<b>578,928</b>	<b>1,291,140</b>