

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
EDUCATION STRATEGIC PLANNING**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 9th day of December, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Education Strategic Planning** (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 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, 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, 2019, through October 31, 2020.
3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$60,000 USD.
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

SUBCONTRACTOR must submit invoices for payment via e-mail to RS@cccco.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 B*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

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

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

SUBCONTRACTOR:

Primary Contact:

Lyla A. Eddington, Ed.D., R.N.
Education Strategic Planning
2424 Las Lomas Drive
Hacienda Heights, CA 91745
(818) 599-4212; lylaeddington@gmail.com

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.

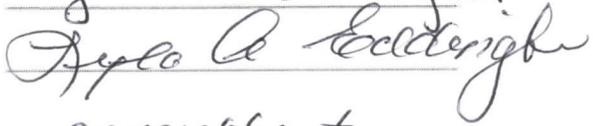
This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives 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: EDUCATION STRATEGIC PLANNING

By: 
Name: Peter J. Hardash
Title: Vice Chancellor
Business Operations/Fiscal Services
Date: 12/10/19
Board Approval Date: December 9, 2019

By: Lyla A. Eddington
Name: 
Title: consultant
Date: January 9, 2020
20-4741044
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit B: Invoice Form and Instructions

Exhibit C: 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.*)

**Education Strategic Planning
2424 Las Lomas Dr.
Hacienda Heights, CA 91745
EIN: 20-4741044**

Scope of Work for Project Lead for K-12 Strong Workforce Program

Technical Assistance Structure

Goal: To implement a regional technical assistance structure utilizing the K-14 Technical Assistance Providers (TAPs) and K-12 Career Pathways Coordinator as specified in Education Code 88833. These individuals will provide assistance to both the Career Technical Education (CTE) Incentive Grant Program and the K-12 component of the Strong Workforce Program. The K-12 Career Pathways Coordinators will function within the regional consortia structure and will collaborate with both the K-14 TAPs and the regional consortium chairs. Scope of work to include coordination and partnering with WestEd as defined by the California Community Colleges Chancellor's Office.

Activities:

1. Convene **regional consortium chairs** to align activities in each region to enhance the hiring and onboarding of both K-14 TAPs and K-12 Career Pathways Coordinators.
2. Convene **K-14 TAPS** to provide Onboarding to community college system and K-12 system and layout expectations of their role.
3. In consultation with the K-14 TAPs, develop K-12 Career Pathways Coordinator's Workplan for Year 1 (2019-2020).
4. Conduct/facilitate a 2 ½ day Orientation for **K-12 Career Pathways Coordinators** including K-14 TAPs and other interested parties.
 - a. Location to be determined, but recommend one in north and one in southern CA.
 - b. Content to include:
 - i. Overview of CA Strong Workforce Program.
 - ii. Responsibilities of K-14 TAPs and K-12 Career Pathways Coordinators.
 - iii. Role and responsibilities of the California Community Colleges Chancellor's Office and CA Department of Education related to Strong Workforce Program and CTE Incentive Grant Program.
 - iv. Role of the regional consortia.
 - v. Definition and development of Career Pathways including curriculum development and revision, articulation and dual enrollment. Definition and review of the CA Education Code related to career pathways.
 - vi. Development of curriculum at K-12 and alignment with post-secondary education.
 - vii. Labor Market requirements, role of Centers of Excellence, and types of data available.

- viii. Role of Statewide/Regional Directors of Business Engagement.
 - ix. Types of Career Counseling Tools available for middle school – high school.
 - x. K-14 CA Initiatives eg. Guided Pathways, Linked Learning.
 - xi. Metrics required for Strong Workforce Program, strategies for data collection, and tools available.
 - xii. Work Based Learning definition and types.
5. Facilitate the establishment of conference calls both state-wide (monthly) and regionally (bi-monthly) through June 2020.
 6. Facilitate Quarterly Meetings in each region of K-14 TAPs, K-12 Career Pathways Coordinators, and other Key Talent.
 7. Assess and identify knowledge deficit and identify training needed for year 2 of implementation.

Fiscal Agent note per Chancellor's Office, **total costs** not to exceed \$60,000.00.

Submitted By,

A handwritten signature in black ink that reads "Lyla A. Eddington". The signature is written in a cursive style with a large initial "L".

Lyla A Eddington, Ed.D., Consultant
Education Strategic Planning
Lylaeddington@gmail.com
(818) 599-4212

COLLEGE/DISTRICT LETTERHEAD/LOGO

Exhibit B

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.

6.2 (10)

Instructions for Invoice Template

All invoices must be submitted electronically to the CCC Chancellor's Office Accounting Office inbox (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@rsccd.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.

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

ARTICLE II

Standard Legal Terms and Conditions
(Revision 5/15/14)

To access a copy of the articles, please [click here](#).