

K12 SWP Contract Proposal

2020-07-06

K12 STRONG WORKFORCE PROGRAM PARTICIPATION AGREEMENT
CAREER TECHNICAL EDUCATION (CTE)

THIS AGREEMENT is entered into this 1st day of July 2020, by and between the San Diego County Superintendent of Schools, hereinafter called the SUPERINTENDENT and the San Pasqual Union School District, hereinafter called the DISTRICT, for a term from July 1, 2020 to December 30, 2022.

RECITALS

WHEREAS, the California Community Colleges Chancellor's Office (hereinafter referred to as "Chancellor's Office") relating to the K12 Strong Workforce Program (hereinafter referred to as "K12 SWP") has designated the Grossmont-Cuyamaca Community College District Auxiliary Organization dba Foundation for Grossmont and Cuyamaca Colleges as FOUNDATION FOR GCC for the K12 Strong Workforce Program for the San Diego-Imperial Counties Regional Consortium, and is responsible for contracting and distributing funds to each grantee within the region, following certification by the region's K12 SWP Selection Committee;

WHEREAS, the FOUNDATION FOR GCC is authorized to receive funding from the California Community Colleges Chancellor's Office in partnership with the California Department of Education (CDE) and as appropriated under Education Code §88827, for the K12 Strong Workforce Program to create, support, 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, SUPERINTENDENT was awarded 2019-2020 K12 SWP funding from the FOUNDATION FOR GCC and wishes to contract with the DISTRICT for operation of certain CTE activities; and,

WHEREAS, the DISTRICT wishes to participate in and cooperate with the SUPERINTENDENT in establishing and maintaining activities and expenditures;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

A. The DISTRICT shall:

1. Administer, supervise, and conduct CTE courses and/or services, career awareness/career exploration, and work preparedness skills to every student provided services through use of these funds, as indicated in Exhibit A DISTRICT K12 SWP WORKPLAN.
2. Provide properly credentialed and qualified employees with payment for services to be based on DISTRICT's established salary and benefit schedule.
3. Provide instruction to every student as per CTE course of study.

4. Provide general safety instruction and instruction in the safe operation of equipment and safe handling of supplies and hazardous materials to every CTE student.
5. Provide assurance that all students and DISTRICT personnel using equipment purchased with CTE funds will be subject to the terms of, and expected to comply with, the DISTRICT approved Acceptable Use Policy/Agreement related to the use of technology.
6. Provide liability insurance or self-insurance coverage for all courses and/or services including all equipment and vehicles owned by the SUPERINTENDENT which are used by the DISTRICT in maintaining CTE courses and services.

Provide to the SUPERINTENDENT certificates of insurance and/or self-insurance covering liability and workers' compensation upon request.

NOTE:

The DISTRICT is responsible for workers' compensation and liability coverage for their employees and CTE students while students are performing off-campus non-paid work experience while enrolled in a CTE course. Such coverage should extend to activities occurring on school DISTRICT premises or activities under the school DISTRICT employees' direct control or supervision.

7. Comply with the provisions of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.
8. Comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act which provides that no otherwise qualified disabled individual in the United States shall, solely by reason of the disability, be excluded from participation in, be denied the benefit of, denied access to, or be subjected to discrimination for any programs, activity receiving federal financial assistance.
9. Provide assurance that facilities provided hereunder are accessible by disabled persons or provide access to a similar alternative program.

B. The SUPERINTENDENT shall:

1. Pay to the DISTRICT Twenty-two thousand five hundred dollars (\$22,500) in K12 SWP funds. Such payment to the DISTRICT shall be made accordingly:
 - a. An advance payment of 70% of the total amount of this Agreement will be paid, upon receipt of an invoice, after the Agreement is fully executed.
 - b. DISTRICT may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when expenditures exceed the 70% advance payment at the time that progress/quarterly reports are submitted. Payment(s) will be made, upon receipt of an invoice, supporting financial documents, and after review and approval of the progress/quarterly reports.

- c. The DISTRICT is obligated to provide proportional dollar match according to the terms set forth in the K12 SWP RFA, and as indicated in the Exhibit B, DISTRICT K12 SWP BUDGET.
- d. Documentation of required match will be provided to the SUPERINTENDENT on the year-to-date expenditure and progress reporting schedule set forth in the K12 SWP RFA.

C. General Provisions:

1. Exhibits A and B are attached as a part of this agreement.
2. Tobacco-Free Facility: The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office Property.
3. All funds derived from the sale of goods or services from a CTE course or service shall be abated to the CTE course or service.
4. Notwithstanding any of the foregoing provisions of the agreement, if at any time during the term of this agreement the FOUNDATION FOR GCC fails to appropriate or allocate K12 SWP funds to the SUPERINTENDENT for payments stipulated in Exhibit B, the SUPERINTENDENT reserves the right to change the budget amounts in Addendum B at any time with 30 days' notice to the DISTRICT.

If the DISTRICT is unable to continue current course offerings or to maintain program support levels because of this reduced funding, the DISTRICT, in its sole discretion, may terminate in all or in part course offerings and/or support services necessary to accommodate the reduced funding level.

5. Mutual Indemnification Clause

The SUPERINTENDENT shall defend, indemnify, and hold the DISTRICT harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SUPERINTENDENT, its officers, agents or employees. The DISTRICT shall defend, indemnify, and hold the SUPERINTENDENT harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, CBO

Title

Date

By (Authorized Signature)

Name (Type or Print)

Title

Date

Authorized by Governing Board on:
