

K-12 STRONG WORKFORCE AGREEMENT

This agreement, dated January 1, 2021, is entered into between Riverside Community College District (hereinafter referred to as "Fiscal Agent") and **Beaumont Unified School District** (hereinafter referred to as "Grantee"), collectively referred to as "Parties" and individually as "Party."

Award Summary

Grantee: **Beaumont Unified School District**

Application: **IEDRC 21-03 Beaumont Unified Residential and Commercial Construction**

Amount: **\$1,000,000**

1. RECITALS

WHEREAS, the Riverside Community College District has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as "K12 SWP") for the Inland Empire/Desert Regional Consortium (hereinafter referred to as "Regional Consortium") and is responsible for distributing funds to each grantee within the region, following certification by the region's K-12 Selection Committee.

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 Code §88827, for the K12 Strong Workforce Program to create, support, and/or expand high-quality career technical education programs at the K12 level.

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 the Grantee's application titled **IEDRC 21-03 Beaumont Unified Residential and Commercial Construction** (hereinafter referred to as "Application") and found in the Grantee's certified K12 Strong Workforce Program Plan in the Chancellor's Office NOVA system (hereinafter referred to as NOVA).

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

2. AWARD AMOUNT

The total amount for this Agreement is **\$1,000,000** 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 found in the Grantee's certified K12 Strong Workforce Program Plan in NOVA.

Grantee certifies to the K12 Selection Committee that grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on January 1, 2021 and shall expire on June 30, 2023, unless terminated earlier in accordance with the termination/cancellation provisions of this Agreement.

4. MODIFICATIONS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Regional Consortium prior to the modification being made. The Regional Consortium may require that a Grant Amendment be processed, if the Regional Consortium determines that a change would materially affect the project outcomes or the terms of this Agreement and the terms included in Exhibit A: K12 Strong Workforce Program Round 3 Request for Applications (RFA) - Appendix B: Program-Specific Legal Terms and Conditions, p. 39).

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortium 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 Regional Consortia [see Exhibit A: K12 Strong Workforce Program Round 3 RFA - Appendix B: Program-Specific Legal Terms and Condition, p. 39).

Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement and/or the outcome of the Agreement is materially affected. The process for requesting and approving amendments is determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No extensions to the performance period will be granted (see Exhibit A: K12 Strong Workforce Program Round 3 RFA - Appendix B: Program-Specific Legal Terms and Conditions, p. 39).

The Inland Empire/Desert Regional Consortium process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments are included here as Exhibit B: IEDRC K12 SWP Budget Modification Process.

5. INVOICING AND PAYMENT

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. A detailed invoice shall be submitted on a form provided by the Fiscal Agent or from Grantee's financial institution.

Grantee may request progress payments up to 20% of the total amount of this Agreement when expenditures exceed the 70% advance payment. Payment will be made after review and approval of required progress reports and upon receipt of an invoice and supporting financial documents.

Payment of the final 10% will be made upon receipt of an invoice, accompanying financial documentation, and approval of final expenditure and progress reports by the Regional Consortium.

Grantee is obligated to provide proportional dollar match according to the terms set forth in Exhibit A: K12 Strong Workforce Program Round 3 RFA, p. 13-14, and as indicated in the Grantee's certified K12 Strong Workforce Program Plan in NOVA. Documentation of required match will be provided to the Fiscal Agent on the quarterly expenditure and progress reporting schedule set forth in Exhibit A: K12 Strong Workforce Program Round 3 RFA – Appendix A: Grantee Requirements and Guidelines, p. 36-37.

6. REPORTING

K12 SWP funding is project based with project submissions and reporting expenditures in NOVA. The Grantee agrees to adhere to the reporting frequency as identified in Exhibit A: K12 Strong Workforce Program Round 3 RFA – Appendix A: Grantee Requirements and Guidelines, p. 36-37. Grantee will be provided 30 days' notice of report due dates and any changes to the reporting schedule. Periodic fiscal and narrative progress reports of project progress may be requested by the Fiscal Agent or the Regional Consortium at any time.

Grantee shall prepare and submit outcomes data as required by the legislation, Education Code §88828 (d)(8), and as referenced in Exhibit A: K12 Strong Workforce Program Round 3 RFA – Appendix A: Grantee Requirements and Guidelines, p. 36. As per the legislation, failure to provide this data may result in termination of the grant.

Grantee is responsible for ensuring that K-12 Partner Agencies on the grant submit all required progress and fiscal data and reporting.

7. SUBGRANTING AND SUBCONTRACTING

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its 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 is responsible for collecting all required progress and fiscal data reporting from subgrantees. 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 funds to a subgrantee or subcontractor.

The Grantee shall immediately notify the Fiscal Agent to obtain all approvals for changes or additions to subgrantees not specifically named in the grantee's certified K12 Strong Workforce Program Plan in NOVA.

8. RECORDS AND AUDITS

- A. Parties must maintain records regarding use of program funds, and progress made towards objectives and/or performance under the Grantee's certified K12 Strong Workforce Program Plan in NOVA.
- B. 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 to 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.

9. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and delivered personally; 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. A Party to this Agreement may also give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. 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:

Riverside Community College District
3801 Market Street
Riverside, CA 92501

For project/program related matters:

Attention: Stephanie Murillo
Title: K14 Technical Assistance Provider
E-mail: Stephanie.Murillo@rccd.edu
Telephone: 951-222-8406

For fiscal related matters:

Attention: Sheryl Plumley
Title: Assistant Director, CTE Projects
E-mail: Sheryl.Plumley@rccd.edu
Telephone: 951-328-3858

For Grantee:

Beaumont Unified School District
350 Brookside Ave
Beaumont, CA 92223

For project/program related matters:

Attention: Ebon Brown
Title: Director of College and Career Readiness
E-mail: ebrown@beaumontusd.k12.ca.us
Telephone: (951) 797-5343

For fiscal related matters:

Attention: Debbie Flores

Title: Assistant Director of Fiscal Services

E-mail: dflores@beaumontusd.k12.ca.us

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

10. TERMINATION

- A. Without Cause. A Party may suspend or terminate this Agreement upon thirty (30) days advance written notice to the other Party or Parties prior to the requested termination date. Termination of this Agreement, however, will not invalidate commitments or obligations entered into prior to the date of termination that cannot be cancelled.

- B. With Cause. Each Party may terminate this Agreement upon any other Party's material breach of any provisions of this Agreement. A Party intending to terminate this Agreement pursuant to this subsection shall provide the breaching Party with written notice at least 30 days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching Party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period, and if the breaching party has not cured the breach and provided written notice of such cure to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice by the Parties.

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 and/or the Chancellor's Office. In such a case, the 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 Fiscal Agent receives from Grantee a written request to appeal said decision. Pending 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.

Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to the Grantee, or otherwise, Grantee agrees that it will not directly or indirectly stop or delay the work directed by Fiscal Agent, or any party thereof, or stop or delay the delivery of any material

or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

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.
- B. **General Liability:** The policy shall contain a combined single limit of liability of not less than \$1,000,000 per occurrence and not less than \$3,000,000 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. 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 cancelled 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:

"Riverside 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 Strong Workforce Program legislation, established by Education Code §§88827-88833, Exhibit A: K12 Strong Workforce Program Round 3 RFA, and guidance provided by the California Community College Chancellor's Office, currently posted on Strong Workforce Program website:

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

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, 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.

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 the county of Riverside, 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. DEBARMENT AND SUSPENSION

- A. By executing this contractual instrument, Grantee agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98)
- B. By executing this contractual instrument, Grantee certifies to the best of their knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for (a) commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) violation of Federal or State antitrust statutes; (c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Grantee's present responsibility;
 - 3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B(2) above;
 - 4. Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default.

23. ORDER OF PRECEDENCE

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

- 1) the Agreement,
- 2) Exhibit A: K12 Strong Workforce Program Round 3 RFA,
- 3) the Grantee's certified K12 Strong Workforce Program Plan in NOVA.

24. SIGNATURES

IN WITNESS WHEREOF, all Parties agree.

Riverside Community College District

Beaumont Unified School District

Aaron Brown
Vice Chancellor
Business and Financial Services

Penni Harbauer
Assistant Superintendent of Business Services

Date:

Date: