



MEMORANDUM OF UNDERSTANDING

CAREER PATHWAY TRUST, ROUND 2

PARTNERSHIP AGREEMENT

BETWEEN

**SAN JOSÉ EVERGREEN COMMUNITY COLLEGE DISTRICT -
WORKFORCE INSTITUTE, AS LEAD AGENCY**

AND

COMMUNITY COLLEGES

**EVERGREEN VALLEY COLLEGE
FOOTHILL COLLEGE
LAS POSITAS COLLEGE
MISSION COLLEGE
MONTEREY PENINSULA COLLEGE
OHLONE COLLEGE
SAN JOSÉ CITY COLLEGE
SKYLINE COLLEGE
WEST VALLEY COLLEGE**

K-12 – LOCAL EDUCATION AGENCIES

**CAMPBELL UNION HIGH SCHOOL DISTRICT
EASTSIDE UNION SCHOOL DISTRICT
FREMONT UNION HIGH SCHOOL DISTRICT
METROPOLITAN EDUCATION DISTRICT (METROED)
MILPITAS UNIFIED SCHOOL DISTRICT
SANTA CLARA UNIFIED SCHOOL DISTRICT**

CALIFORNIA STATE UNIVERSITIES

**CAL STATE UNIVERSITY – EAST BAY
SAN FRANCISCO STATE UNIVERSITY
SAN JOSE STATE UNIVERSITY**

ALTERNATIVE AND CHARTER SCHOOLS

**ALPHA PUBLIC SCHOOLS
STRIDE CENTER**

WORKFORCE INTERMEDIARY

**GROWTH SECTOR
TRANSMOSIS**

WORKFORCE INVESTMENT BOARDS

**ALAMEDA COUNTY WORKFORCE BOARD
NOVA WORKFORCE BOARD
WORK2FUTURE WORKFORCE BOARD**

EVALUATOR

**UCLA –
HIGHER EDUCATION RESEARCH INSTITUTE (HERI)**

PROFESSIONAL DEVELOPMENT:

**TED-ED
LAWRENCE LIVERMORE NATIONAL LABORATORIES**

1 **PREFACE**

This is an agreement (“AGREEMENT”) between lead agency San Jose Evergreen Community College District (“SJECCD”), Workforce Institute, located at 600 South Bascom Ave, Suite T101, San Jose CA 95128-2601 and

Evergreen Valley College, Foothill College, Las Positas College, Mission College, Monterey Peninsula College, Ohlone College, San José City College, Skyline College, West Valley College, Campbell Union High School District, Eastside Union School District, Fremont Union High School District, Santa Clara Unified School District, SIATech, Stride Center, California State University – East Bay, San Francisco State University, San Jose State University

[“PARTNER(S)”]. PARTNERS include its officers, employees, consultants, subcontractors, and agents.

The effective date of this AGREEMENT is July 1, 2015 (“EFFECTIVE DATE”).

AGREEMENT remains effective until it terminates on June 30, 2019 (“TERMINATION DATE”), as provided herein (collectively, “AGREEMENT PERIOD”).

This AGREEMENT is funded with the California Career Pathways Trust (“CCPT”), Round 2, from the California Department of Education for the amount of \$13,173,153. Funds for the CCPT have been appropriated as part of Assembly Bill 86, Chapter 48, Statutes of 2013, for the establishment of kindergarten through community college (K-14) career pathways programs.

Whereas PARTNERS agreed to participate in and supported the Silicon Valley Engineering Tech Pathways (SVETP) consortium regional application for California Career Pathways Trust funding from the California Department of Education.

Whereas the future of our communities and regional economies is directly tied to the ability of education and industry to forge strong partnerships which build pipelines aligned to regional economic priorities.

Whereas the SVETP application responded to these priorities and the CCPT RFA mandate to build robust partnerships between employers, schools, and community colleges, in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment. The SVETP’s application proposed a collaboration between community colleges, K12 school districts, and industry to develop eight (8) high-growth, high-wage career pathways designed with an accelerated, contextualized STEM Core Foundation and relevant technical Information and Communications Technology (ICT), Engineering and Advanced Manufacturing; wrap around student supports, professional development for instructors and faculty, and access to paid internships. The complete SVETP project develops a regional system for contextualized classroom and student experience with linkages to industry and employers, through a continuum of work-based learning opportunities.

Whereas the priority pathways identified in the SVETP application include: ICT– Software Development, Network Administration and Cyber Security; Engineering – Engineering Technology and Bioengineering; Advanced Manufacturing – Machining & Forming Prototypes,

Biotech Manufacturing and Laser Tech. Pathways may be adjusted or expanded if needed as regional workforce needs change.

Whereas the CCPT RFA, Round 2, established clear deliverables and expectations for data sharing, regional intermediation, work based learning and other major infrastructure issues. PARTNERS agreed, per the bulleted list of expectations below, to comply with both the broad vision of our SVETP application and all of the specific provisions of the CCPT RFA released by the California Department of Education with the overarching goals that PARTNERS:

- Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student's academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment and employment.

Whereas the SVEPT grant will provide direct support for districts that will benefit both the districts and students, including direct support for pathway development and implementation, technical assistance and professional development to enhance STEM career pathway programming, assistance in the compliance with data sharing and evaluation to build a self-sustaining regional network for evaluation pathway programs, and support to help us build targeted support services and structures that enhance student achievement and their development of 21st century skills.

Now, therefore in consideration of the mutual agreement set forth in the AGREEMENT, the parties agree as follows:

2 SERVICES AND OBLIGATIONS

PARTNER and SJECCD-WORKFORCE INSTITUTE shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013. (See Exhibit D: GRANT AWARD NOTIFICATION (GAN) LETTER)

2.1 PARTNER'S Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region.

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student's academic career.

Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

PARTNER shall deliver outcomes as specified in this AGREEMENT and in Exhibit A—Scope of Work Plan and Outcomes (collectively, “WORK”).

Relationship and Governance

- To enter into a legally binding MOU with the San Jose Evergreen Community College District (SJECCD), which will include the provisions outlined in the Letter of Commitment and appropriate standard conditions and deliverables,
- That the provision of funding to PARTNERS is contingent upon meeting stated implementation, reporting, and evaluation requirements to be clearly stated in this Agreement developed between my district and the CPT lead agency,
- To provide representation to all consortium governance committees to which Partner is assigned including the Executive Committee, Consortium Workgroup(s), and other groups and task forces as agreed to by the consortium or required to remain in compliance with the grant requirements established by the California Department of Education.

Staffing and Implementation

- Provide faculty, instructors, or school/district leaders, who have demonstrated expertise and a track record of success in developing career pathways and driving student success, to collaborate with their colleagues in the CPT consortium school districts, colleges and industry partners in order to strengthen career pathway programs.
- Ensure that faculty, instructors and school leaders access SVETP-funded professional development that equips them to deliver effective career pathway programs via collaborative curriculum development, utilizing project-based learning and integrating STEM Core Foundation as well as 21st century competencies into academic and career-relevant instruction.
- Collaborate with staff from other LEAs, colleges, industry, and technical assistance providers, to finalize common course sequences in the targeted career pathways.
- Recruit and work with workforce intermediary, Growth Sector’s Student Support Specialist (SSSs) to coordinate recruitment for cohorts of students each year that is broadly representative of overall district population, for enrollment in STEM Core Exploration and/or STEM Foundation which will lead to SVETP career pathways, with the intent of steadily increasing the numbers of students who participate and succeed in these career pathways.
- Ensure that classroom learning promotes students’ development of skills needed for success in 21st century workplaces – such as time management, collaboration, problem-solving, communication, leadership and analytic skills.
- Provide all students in pathways with opportunities for work-based learning experiences.
- Provide students with opportunities for concurrent enrollment in community college courses aligned with their career pathways while they are still in high school, as available and as applicable.
- Connect students with Student Support Specialist for academic and personal support services – such as connecting with college and career counseling, educational planning, and health supports to facilitate their success in their career pathway programs and

education in general.

- Engage K-8 students and their families in college and career awareness and career exploration activities and assist students and families to select their high school pathways prior to 9th grade.
- Work with Growth Sector, the regional intermediary with an established and proven record of linkages with employers, that link to the SVETP career pathways and provide sites for paid STEM related internships and/or work-based learning opportunities.
- Consider the financial commitment along with the other CPT consortium partners so that the SVETP work can be sustained beyond the CPT funding period – based on the regional intermediary’s impact on career pathway programs’ effectiveness with paid internships, and on students’ preparation for college, career, and adult life.

Evaluation

- Comply with all data sharing and tracking requirements of the CPT grant and as required by this common agreement by the consortium on pathway participation and outcomes.
- Identify lead staff to work with the consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be CalPASS Plus/Launchboard).
- Understand that data submission is a fundamental requirement of participation in this grant, and that the lead agency reserves the right to withhold grant funds from PARTNERS until such time as successfully comply with these commitments and upload the required information.
- Participate in the outside evaluator, UCLA-HERI’s (Higher Education Research Institute) staff requests for program and student data, data analysis, and surveys that will provide the evaluator with information to coauthoring reports and manuscripts for evaluation publication.

As part of participation in the SVETP Consortium’s project, PARTNERS agree to maximize the use of resources independent of the CCPT grant to strengthen career pathways and support the needs of students within them. Specifically, CCPT direct grant will be thirteen-million, one-hundred seventy-three thousand, one-hundred fifty-three dollars (\$13,173,153) over the 3-year grant term and in-kind/matching resources for sustainability over up to a 2-year period, through June 30, 2019. These resources will be used to support the project’s coordination, data gathering and sharing, collaborative planning, professional development, paid student internships, and support services for students.

2.2 Requirements for Communication and Reporting

PARTNERS shall be required to submit an itemized invoice and fiscal and progress reports in accordance with the schedule specified in Exhibit A—Work Plan and Outcomes and all PARTNERS shall comply with all state accounting practices.

2.3 Progress Reports

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

PARTNERS shall provide yearly progress reports and data to the WORKFORCE INSTITUTE to enable SJECCD's timely and complete submission to the State. SJECCD-WORKFORCE INSTITUTE is required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program.

In addition, PARTNER shall submit to WORKFORCE INSTITUTE an end-of-project report on the project's goals, including evaluative evidence to support project successes and suggested strategies for program improvement. The format for these reports shall comply with California Department of Education contracting requirements. Program outcome measures will be collected on an annual basis through submission of an annual progress report which will include the following categories:

K-12 PARTNERS (Local Educational Agency, hereinafter "LEA")

1. Number of students that participate in a STEM Foundation introduction, including field-trips to employer site or experience in a STEM Mobile Learning Lab, and/or guest speaker experience.
2. Number of students enrolled in the career pathways program.
3. Number of students who have successfully participated in the career pathways program (successfully participated is defined by a "C" grade or better in all pathway courses).
4. Number of students participating in internships, work-based learning, mentoring, job shadowing opportunities, work experience, and student leadership organizations as part of the career pathways program.
5. Number of students in the career pathways program who received a high school diploma.
6. Number of students in the career pathways program who received a nationally recognized or state approved career technical education (CTE) certificate.

CC PARTNERS (Postsecondary Education)

1. Number of students that participate in a STEM Foundation cohort or STEM introduction, including field-trips to employer site or experience in a STEM Mobile Learning Lab, and/or guest speaker experience.
2. Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway) and their credits earned in either dual enrollment or credit by exam.
3. Number of students who completed one credit-bearing course, two courses, and/or completed a career pathway within the career pathways program.
4. Number of students participating in internships, work-based learning, mentoring, job shadowing opportunities, work experience, and student leadership organizations as part of the career pathways program.
5. Number of students in the career pathways program who transitioned from community college to a California State University, University of California, or private university.

6. Number of students in the career pathways program who received an Associate of Arts degree or Associate of Science degree.
7. Number of students in the career pathways program who entered employment or training.
8. Number of students in the career pathways program who received a nationally recognized or state approved CTE certificate.

2.4 Ongoing Contact and Monitoring

Ongoing contact with project monitors is required. Funded projects will be subject to one or more formal site visits during the period of performance. PARTNER agrees to allow such site visits by the project monitors.

PARTNER agrees to allow the following monitoring activities:

- *Reporting* – WORKFORCE INSTITUTE shall review all financial and performance reports submitted by PARTNER.
- *Site visits* – PARTNER shall allow periodic site visits by WORKFORCE INSTITUTE and the state project monitor to review financial and programmatic records and observe operations.
- *Regular contact* – WORKFORCE INSTITUTE and PARTNER shall maintain regular contact and appropriate inquiries concerning program activities. PARTNERS will keep WORKFORCE INSTITUTE up to date with the contact name(s), title, email, phone number and address for all designated SVETP project staff, faculty and administrators.

2.5 Reporting Timeline and Monitoring

PARTNERS must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by PARTNERS to WORKFORCE INSTITUTE by June 30th of each program year:

Year 1 (2015-16): Grant Funded

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report including in kind match

Year 2 (2016-17): Grant Funded

- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report

- Year End Expense Report including in kind match

Year 3 (2017-18): Grant Funded

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report including in kind match

Year 4 (2018–19): Sustainability Period Begins, Match/In-Kind Funded

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

SJECED-WORKFORCE INSTITUTE Reporting Requirements to the California Department of Education

Due Date	Item
<i>July 1, 2015</i>	<i>Grant Award Notification Signed by Grantee</i>
August 31, 2016	2015-16 Expenditure Report and Progress Report
August 31, 2017	2016–17 Expenditure Report and Progress Report
August 31, 2018	2017–18 Expenditure Report and Progress Report
August 31, 2019	Final Expenditure and End of Project Report

2.6 Document Retention

PARTNER agrees to be available to discuss the performance of Services as reasonably requested by SJECED-WORKFORCE INSTITUTE the State of California, or any of their authorized representatives; to access any books, records, papers or other pertinent documents for the purpose of auditing and/or monitoring. PARTNER agrees to retain all records pertinent to this Agreement for a period of three (3) years from the date of final payment for Services under this Agreement or until all claims arising under this Agreement, if any, have been resolved, whichever period is longer, but in any case, at a minimum, three (3) years.

2.7 No Delegation

SJECED-WORKFORCE INSTITUTE selected PARTNER to render services personally, and PARTNER may not subcontract, delegate or assign any of its duties and/or obligations under this AGREEMENT, to any third party without SJECED-WORKFORCE INSTITUTE’s prior written consent. SJECED-WORKFORCE INSTITUTE has sole and absolute discretion to grant or withhold consent to PARTNER under the Terms and Conditions of this AGREEMENT.

3 ALLOWABLE COSTS AND PAYMENT

3.1 Compensation

PARTNER shall invoice SJECCD-WORKFORCE INSTITUTE for payments as set forth in Exhibit B—Budget Schedule. PARTNER shall submit an invoice with required documentation for services provided and SJECCD-WORKFORCE INSTITUTE shall make payment in accordance with the terms and conditions set forth in the attached Scope of Work. Late payment by SJECCD-WORKFORCE INSTITUTE shall not constitute a material breach of the AGREEMENT.

3.2 Allowable Costs

PARTNER shall compensate its employees, consultants, vendors, and community partners for work done to meet the goals, objectives, and work plan of the project. PARTNER will invoice SJECCD-WORKFORCE INSTITUTE for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

This contract does not permit PARTNER to charge *indirect* expenses to SJECCD-WORKFORCE INSTITUTE for the performance of these services. Out of state/out of country travel expenses are not compensable.

3.3 Payment Not Acceptance

No payment made to PARTNER shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that SJECCD-WORKFORCE INSTITUTE may then or thereafter have against PARTNER. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

3.4 Payments Withheld

SJECCD-WORKFORCE INSTITUTE may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect SJECCD-WORKFORCE INSTITUTE from loss because of:

- a. PARTNER'S failure to supply the WORK in accordance with the AGREEMENT and the objectives of the program; or
- b. Third-party (including but not limited to subcontractors) claims or suits arising out of or relating to PARTNER'S supply of the WORK.

3.5 No Obligation to Make Payment

Notwithstanding any provision to the contrary, SJECCD-WORKFORCE INSTITUTE shall have no obligation to make any payment to PARTNER at any time, after NOTICE (as outlined in Section 9 of this Agreement) to PARTNER when PARTNER is in material breach of the AGREEMENT.

4 **INDEMNIFICATION**

PARTNER agrees to indemnify and hold SJECCD-WORKFORCE INSTITUTE and its officers, employees and agents harmless from and against any action, claim, demand or liability, including reasonable attorneys' fees and costs, arising from: (i) PARTNER's actual or threatened breach of any term of this Agreement; (ii) PARTNER's negligence or willful misconduct; (iii) PARTNER's violation of federal, state or local laws, including laws governing self-employed individuals and their respective employees; and (iv) any obligations imposed on SJECCD-WORKFORCE INSTITUTE to pay withholding taxes or similar items or otherwise as a result of a determination that PARTNER is not an independent contractor. PARTNER agrees that SJECCD-WORKFORCE INSTITUTE has the right to participate in the defense of any such claim through counsel of its own choosing.

4.1 **Independent Contractor Relationship.** PARTNER's relationship with SJECCD-WORKFORCE INSTITUTE is that of an independent contractor, and nothing in this Agreement may be construed to create a partnership or employer-employee relationship. PARTNER is not an agent of SJECCD and is not authorized to make any representation or commitments on behalf of SJECCD. PARTNER is not entitled to any SJECCD employee benefits.

5 **COMPLIANCE WITH LAWS AND CERTIFICATIONS**

5.1 **Compliance with Laws**

PARTNER declares that it shall fully comply with all laws, executive orders, regulations, San Jose Evergreen Community College District Board Policies, and other legal requirements applicable to PARTNER and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

Applicable documents are referenced in Exhibit C (Applicable Law, Regulations, Guidelines, and Policies) of this AGREEMENT.

- (a) **Governing Law.** The rights and obligations of the parties to this Agreement are governed by, construed and enforced in accordance with, the laws of the State of California; excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.
- (b) **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby.
- (c) **Construction of Agreement.** The terms of this Agreement have been negotiated by the parties hereto, and no provision of this Agreement may be construed against any party as the drafter thereof. This Agreement is executed voluntarily without any duress or undue

influence on the part of or on behalf of the parties. The parties acknowledge that they have read and understand this Agreement and its legal effect.

- (d) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together, constitute one and the same instrument.
- (e) **Evaluation of Contractor.** Authorized “SJECCD” representatives, the State of California, the DOL, or any of their authorized representatives shall have the right to monitor, assess, and/or evaluate “PARTNER’s” performance, pursuant to this Agreement, by any reasonable means including, but not limited to, inspection(s) of premises, records, reports, audits and interviews with PARTNER, “PARTNER’s” staff, “PARTNER’s” employees and/or participants.
- (f) **Prohibited Activities.** If PARTNER is a non-governmental agency awarded a contract in the amount of one hundred thousand (\$100,000) or more, PARTNER shall comply with regulations prohibiting use of funds from this Agreement used on activities relating to political lobbying, sectarian, and pro-or-anti-unionization activities. PARTNER shall also comply with reporting requirements related to fraud, abuse, or criminal activities and certifications regarding lobbying; and debarment, suspension and other related matters, to the extent these are applicable.
- (g) **Environmental Compliance.** PARTNER shall comply with all applicable standards, orders, and requirements issued relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), SS306 of the Clean Air Act (42 U.S.C. 1857(h), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

5.2 Technology Accessibility

PARTNER hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194, and California Government Code Section 11135 incorporating Section 508.

5.3 Non-Discrimination

During the term of this Agreement, PARTNER agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, San Jose Evergreen Community College District Board Policies 3410, 3420, and 3430, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. PARTNER agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age,

ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

If the PARTNER fails to comply with the manner in which the PARTNER establishes and maintains a policy of equal opportunity in employment for all persons and prohibits discrimination on any basis listed in subdivision (a) of Section 12940 of the California Government Code, as those bases are defined in Sections 12926 and 12926.1 of the California Government Code, except as otherwise provided in Section 12940 of the California Government Code, in every aspect of personnel policy and practice in the employment, development, advancement, and treatment of persons employed the PARTNER shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by SJECCD-WORKFORCE INSTITUTE.

5.4 Sexual Harassment

PARTNER declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. SJECCD shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

5.5 Conflicts of Interest

PARTNER warrants that to the best of PARTNER's knowledge, there is/are no existing contract(s) or duty on contractor's part that conflicts or would cause conflict with or prevent the performance of Services pursuant to this Agreement.

PARTNER is also aware of California conflict of interest provisions applicable to current State employees (Public Contract Code section 10410), and former state employees (Public Contract Code section 10411).

5.6 State Certification Clauses

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the California provisions listed herein.

- (a) **Drug-Free Workplace.** During the term of this Agreement, PARTNER, certifies that it will continue to provide a drug-free workplace as required by Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at 34 Code of Federal Regulation (CFR). Part 84, Subpart F, as defined at 34 CFR Part 84, Sections 84.105 and 84.110, publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) **Dispute Resolution.** If there is any dispute or controversy between the parties arising out of or relating to this AGREEMENT, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association

rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute which is determined and/or settled by arbitration pursuant to this AGREEMENT will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this AGREEMENT until the dispute is resolved.

6 CONFIDENTIALITY

6.1 Duty to Keep Information Confidential

PARTNER shall enter into student data-sharing agreement with CalPASS Plus/Launchboard that allows SJECCD access and affirms student confidentiality requirements.

SJECCD and PARTNER are subject to the California Public Records Act. Bearing applicable law, PARTNER shall treat as confidential all non-public information disclosed by SJECCD in connection with this AGREEMENT, including but not limited to written or oral communications, CalPASS Plus/Launchboard information, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"). The terms and conditions of this AGREEMENT shall also be deemed Confidential Information. PARTNER shall not disclose Confidential Information to any third party except as SJECCD authorizes, and shall only disclose it to those within PARTNER'S organization who need to use it on an as needed basis in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, Contractor shall return or destroy all such Confidential Information (except for this AGREEMENT), or otherwise dispose of it as SJECCD may approve. This provision is not intended to restrict PARTNER's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. PARTNER shall defend, indemnify and hold harmless SJECCD from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained by SJECCD as a result of any disclosure or use of any Confidential Information in violation of this AGREEMENT.

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend indefinitely beyond the AGREEMENT PERIOD.

- (a) **Restrictions on Use and Disclosure.** PARTNER agrees to keep the Confidential Information in the strictest confidence and not to use or disclose the Confidential Information other than in connection with the performance of PARTNER's duties and responsibilities hereunder. PARTNER will not use, directly or indirectly, publish or disclose, or authorize the publication or disclosure of, or assist any third party in publishing or disclosing, any Confidential Information to anyone, other than those representatives of the SJECCD the State of California, the DOL, or any of their authorized representatives

who need to know the same in connection with the performance of PARTNER's duties, except with the prior written consent of the "District", in each instance. PARTNER agrees to abide by the SJECCD's policies, as established from time to time, for the protection of Confidential Information. Except for this Agreement, PARTNER is not a party to any other confidentiality/nondisclosure agreement, or agreement of any kind, that conflicts with or would prevent PARTNER from performing any of PARTNER's obligations to SJECCD-WORKFORCE INSTITUTE, under this Agreement. PARTNER will not disclose to SJECCD-WORKFORCE INSTITUTE use or induce SJECCD-WORKFORCE INSTITUTE to use any proprietary information or trade secrets of others.

- (b) Work Made for Hire. To the extent that Services include, or result in, the creation of a work (the "Work") that contains any copyrights, the "Work" is prepared by PARTNER for SJECCD-WORKFORCE INSTITUTE as a work made for hire as defined by United States copyright law, and to the extent the "Work" is not a work made for hire, PARTNER makes the assignments of rights set forth herein.
- (c) Assignment of Work. For good and valuable consideration, PARTNER hereby grants, transfers, assigns, and conveys, and promises to grant, transfer, assign, and convey, to SJECCD-WORKFORCE INSTITUTE and its successors and assigns, the entire right, title, interest, and ownership, and all copyrights, patents and other intellectual property and subsidiary rights in and to the "Work", including, but not limited to, the right to secure renewals, reissues, and extensions of any such copyright or copyright registration or patent in the United States of America and in all foreign countries. PARTNER confirms and assigns to SJECCD-WORKFORCE INSTITUTE and its successors, all rights, title and interest in the "Work", including the right to reproduce, prepare derivatives of the "Work" based upon the copyrights or patents in the "Work", and distribute by sale, rental, lease or lending, or by other transfer of ownership to SJECCD-WORKFORCE INSTITUTE.
- (d) Discretion to Register. SJECCD-WORKFORCE INSTITUTE will have absolute and sole discretion as to whether to preserve, maintain or register any copyrights and/or patents in the "Work".
- (e) Non "District" copyrighted "Work". PARTNER agrees that they will adhere to federal copyright laws. No classroom materials may be reproduced without prior written permission from the original publisher.

7 FINANCIAL RECORDS, AND NOTICE

7.1 Accounting Records and Auditing

PARTNER shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with state guidelines, and generally recognized accounting principles and practices.

SJECCD-WORKFORCE INSTITUTE shall have the right at any reasonable time to examine, audit, and reproduce the records. PARTNER agrees to allow interviews of any of its employees

who might reasonably have information related to such records and to otherwise assist SJECCD-WORKFORCE INSTITUTE in its auditing procedures at no cost to WORKFORCE INSTITUTE The provisions of this section shall be specifically enforceable.

7.2 NOTICE

Any notice, instruction, or communication required or permitted to be given under this Agreement to any party must be in writing and will be deemed given upon the earlier of the time it is actually received, or five days after deposit in the United States Mail by certified or express mail, return receipt requested, or two days after deposit with a reputable overnight courier, such as Federal Express, return receipt requested, and, in each case, addressed to the principal office of the party as indicated below the signature page to this Agreement or to such other address as the party may authorize in writing.

8 MODIFICATION OF AGREEMENT

8.1 AUTHORIZED AGENTS

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT (“AUTHORIZED AGENT”).

8.1 Modifications

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that SJECCD-WORKFORCE INSTITUTE personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK (“CHANGES”). Failure of PARTNER to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and PARTNER thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

9 TERMINATION

AGREEMENT shall terminate upon completion by PARTNER of its obligations in this AGREEMENT or by the TERMINATION DATE, whichever occurs first. This AGREEMENT may be terminated by party upon thirty (30) days written notice. Such termination shall not take effect with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction during the term of this AGREEMENT.

- a) In the event PARTNER fails to perform Services in accordance with this Agreement, or otherwise materially breaches this Agreement, SJECCD-WORKFORCE INSTITUTE will be entitled to terminate this Agreement upon written notice to PARTNER.

- b) In the event of a termination of this Agreement pursuant to Section a), PARTNER shall cease performing Services. SJECCD-WORKFORCE INSTITUTE will pay PARTNER such portion of the Fees that reasonably account for the value received by SJECCD-WORKFORCE INSTITUTE from PARTNER. In determining the appropriate amount to pay to PARTNER, the SJECCD will consider, if applicable, the cost SJECCD-WORKFORCE INSTITUTE will incur in order to engage a third-party to complete services. Termination of this Agreement does not constitute a waiver of a breach of any term of this Agreement and does not constitute a release of any liability for breach of any obligations under this Agreement. SJECCD-WORKFORCE INSTITUTE will not be liable to PARTNER for damages of any kind solely as a result of terminating this Agreement in accordance with the terms and conditions.

9.1 Payment Obligations

In the event AGREEMENT is terminated prior to completion of the project, SJECCD-WORKFORCE INSTITUTE shall pay PARTNER the reasonable costs incurred by PARTNER to the time of the termination.

9.2 Course of Dispute

Unless SJECCD-WORKFORCE INSTITUTE gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow PARTNER to discontinue the WORK during the course of any dispute, and PARTNER'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

10 INTERPRETATION

10.1 Integration

It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or SJECCD-WORKFORCE INSTITUTE policies attached or referenced to herein are incorporated herein by reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES.

10.2 No Third-Party Beneficiaries

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT unless they are subcontractors.

10.3 PARTNER Is Independent of SJECCD

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture,

or association. PARTNER and its officers, agents, and employees are not entitled to participate in any pension,

11 DOCUMENTS INCORPORATED

The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

- EXHIBIT A: WORK PLAN AND OUTCOMES
- EXHIBIT B: BUDGET SCHEDULE
- EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES
- EXHIBIT D: GRANTEE AWARD NOTIFICATION
- EXHIBIT E: GRANTEE AWARD NOTIFICATION AMENDMENT 1

When the terms of the exhibits conflict with any provisions of the AGREEMENT, the AGREEMENT controls.

12 EXECUTED

12.1 Authority.

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the San Jose Evergreen Community College District. An AUTHORIZED AGENT for each PARTY shall sign.

12.2 Executed.

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

- (a) Cooperation. SJECCD-WORKFORCE INSTITUTE and PARTNER each agree to do all things, and execute all documents, reasonably necessary to effectuate the provisions of this Agreement.
- (b) Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous agreements, either oral or written, between the parties respecting the matters set forth in this Agreement.

LEAD AGENCY’S AUTHORIZED AGENT ACCEPTS AND AGREES:

Signature: _____
 Print Name: Carol Coen
 Title: Vice Chancellor, San Jose Evergreen Community College District
 Date: _____

SJECCD-WORKFORCE INSTITUTE ACCEPTS AND AGREES:

Signature: _____
 Print Name: John E. Hendrickson
 Title: Interim Chancellor, San Jose Evergreen Community College District
 Date: _____

APPROVED AS TO LEGAL FORM:

Signature: _____
 Print Name: Jodie R. Marvet
 Title: Contract & Risk Manger
 Date: email 8/21/2015

PARTNER'S AUTHORIZED AGENT ACCEPTS AND AGREES

EVERGREEN VALLEY COLLEGE

Signature: _____

Print Name: _____

Title: _____

Date: _____

FOOTHILL COLLEGE

Signature: _____

Print Name: _____

Title: _____

Date: _____

LAS POSITAS COLLEGE

Signature: _____

Print Name: Lorenzo Legaspi

Title: Vice Chancellor, Business Services

Date: _____

MISSION COLLEGE

Signature: _____

Print Name: _____

Title: _____

Date: _____

MONTEREY PENINSULA COLLEGE

Signature: _____

Print Name: _____

Title: _____

Date: _____

OHLONE COLLEGE

Signature: _____

Print Name: _____

Title: _____

Date: _____

SAN JOSÉ CITY COLLEGE

Signature: _____

Print Name: _____

Title: _____

Date: _____

SKYLINE COLLEGE

Signature: _____

Print Name: _____

Title: _____

Date: _____

WEST VALLEY COLLEGE

Signature: _____

Print Name: _____

Title: _____

Date: _____

CAMPBELL UNION HIGH SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____

EASTSIDE UNION SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____

FREMONT UNION HIGH SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____

METROPOLITAN EDUCATION DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____

MILPITAS UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____

SANTA CLARA UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____

ALPHA PUBLIC SCHOOLS

Signature: _____

Print Name: _____

Title: _____

Date: _____

STRIDE CENTER

Signature: _____

Print Name: _____

Title: _____

Date: _____

CAL STATE UNIVERSITY – EAST BAY

Signature: _____

Print Name: _____

Title: _____

Date: _____

SAN FRANCISCO STATE UNIVERSITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

SAN JOSE STATE UNIVERSITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

GROWTH SECTOR

Signature: _____

Print Name: _____

Title: _____

Date: _____

ALAMEDA COUNTY WORKFORCE BOARD

Signature: _____

Print Name: _____

Title: _____

Date: _____

WORK2FUTURE WORKFORCE BOARD

Signature: _____

Print Name: _____

Title: _____

Date: _____

LAWRENCE LIVERMORE NATIONAL LABORATORIES

Signature: _____

Print Name: _____

Title: _____

Date: _____

TRANSMOSIS

Signature: _____

Print Name: _____

Title: _____

Date: _____

NOVA WORKFORCE BOARD

Signature: _____

Print Name: _____

Title: _____

Date: _____

TED-ED

Signature: _____

Print Name: _____

Title: _____

Date: _____

UCLA – HERI

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A: WORKPLAN AND OUTCOMES

Outcome #1 (community college): Each community college agrees to collaborate to meet the SVETP regional career pathways plan as follows:

Community Colleges 2015 - 2019	Information & Communications Technology	Engineering Technology	Advanced Manufacturing
Career Pathways developed and implemented in SVETP region between 2015-2019	15	10	6
Number of students enrolled in STEM Foundation cohort model courses between 2015-2019	450	300	180
Number of students who complete one-credit bearing course aligned with the career pathway program	360	240	145
Number of students who complete two-credit bearing course aligned with the career pathway program	320	215	130
Number of Students who complete a STEM Foundation pathway program	380	250	153
Number of students who complete work-based- learning (WBL) activity: job shadowing, mentoring, work experience, field-trip, guest speaker event or internship.	3460	2300	1440
Number of students in career pathway who receive a state approved CTE Certificate	240	160	110

SVETP regional community colleges will collect data on student participation in dual enrollment classes, in certificate and degree programs, and in STEM Core cohorts. Enrollment in the “career pathways program” definition at the postsecondary level will be developed at a later date and data collection requirements refined accordingly. The projected number of enrolled students reflected in the above chart and may rise or fall depending on how “participation in career pathways” are defined. Review of historical data and current data from Cal-PASS Plus will help us establish a reliable baseline for this measure and assist us in setting goals and monitoring progress in future years.

Dual enrollment and credit by exam are both important measures of the success of our efforts to create seamless transitions from secondary to postsecondary education and to enable SVETP students to prepare for college STEM courses. In 2015-16, our SVETP Consortium will develop systems for collecting and tagging the relevant data for these program measures (and the other CCPT outcome measures) that are not currently collected by districts and college student information systems. This will be part of our work to build infrastructure for data collection, program and outcome monitoring, and continuous improvement of the career pathway programs.

Outcome #2 (K-12 / Alternative and Charter Local Education Agencies LEAs): In the SVETP region the number of K-12 students exposed to or enrolled in the STEM foundation related career pathways program will be approximately 7200 between 2015-2019. Local school districts currently collect data on the number of students enrolled in their career academies and other pathways, but will refine this data collection so that it aligns with the shared definition of "participation in career pathway programs."

K-12 / Alternative & Charter Schools 2015 - 2019	Information & Communications Technology	Engineering Technology	Advanced Manufacturing
K-12 programs that link to Career Pathways in SVETP region between 2015-2019	15	10	5
Number of students exposed to a career pathway who show interest and/or enroll in a STEM Foundation career pathway program	440	300	185
Number of students who complete one or more work-based-learning (WBL) activity(ies): job shadowing, mentoring, work experience, field-trip, guest speaker event or internship.	3450	2300	1450

SVETP will use 2015-16 data to establish a baseline number of students participating in work-based-learning (WBL), mentoring, job shadowing opportunities, work experience, internships, and student leadership activities as part of the career pathways program. These outcomes relate directly to two key components of the Consortium's work in 2015-16: (1) defining a sequence for WBL activities to be used region-wide, and (2) building linkages of STEM community college students to mentor or introduce STEM career pathways programs to K-12. We believe that building out career pathways so that students have opportunities for a sequence of WBL is at the core of the STEM Foundation initiative and our SVETP collaboration with industry to prepare students for college and careers.

Outcome #3 (Workforce Intermediaries: Growth Sector and Transmosis): Growth Sector, is the primary workforce intermediary, and will be responsible for identifying and securing employers to create the employer based, STEM focused/aligned internships in all eight SVETP career pathways. Additionally, Growth Sector, a STEM Core Network leader, has experience with different strategies for accelerating students' remedial math and English skills, and therefore they will select and hire nine Student Support Specialists (SSSs), one for each community college, beginning 2015-2016. The SSS is an integral pivot point for the STEM Core model.

Growth Sector 2015-2019	Information & Communications Technology	Engineering Technology	Advanced Manufacturing
STEM Core Foundation Boot-camps	75	75	150
STEM Core Foundation Internships	200	150	160

The SVETP cohort-based learning communities will fast-track students' progress towards a STEM career certificate or degree and entry employment. Students will move through math, engineering, English, and computer classes as a group through two semesters of community college. The program combines best-practices in community college education including guaranteed block scheduling, a cohort of students moving through classes together, extra tutoring, curriculum contextualized to engineering industry, internship, and wraparound academic and social support. Eight of the primary tasks of the Student Support Specialist include:

1. Provide wraparound student support to all participants in the SVETP in order to help them address challenges inside and outside of school including, but not limited to, developing successful study habits, communicating and working individually with faculty, attaining work experience, transfer prep, Financial Aid assistance, referrals to on- and off-campus services as needed, etc.
2. Work with faculty and project partners to deliver high-quality and engaging program orientations before Spring semester in order to build cohort community, introduce faculty and partners, and implement study skill development
3. Maintain detailed data tracking records of students' progress, grades, GPA, internship availability, etc. and share with necessary faculty and program partners
4. Coordinate regular meetings between faculty in the cohort to discuss curriculum, individual students, and enrichment programming
5. Organize and Facilitate Study Skills workshops as needed covering topics such as, but not limited to, Time Management, Stress Reduction at School, Resume Writing, etc.
6. Link with college administration, math departments, and other program partners to ensure proper course delivery, tutoring, planning for future semesters and academic counseling services are being provided.
7. Plan and facilitate other enrichment opportunities including field trips, graduations, career panels, speaker series, etc.
8. Create and distribute all SVETP program marketing materials including fliers, applications, etc. in high schools, adult education centers, alternative and charter schools, WIBs, and other relevant community locations, such as libraries or community centers.

Transmosis: In partnership with Growth Sector, Transmosis will define and develop a detailed STEM Bootcamp and Internship Program for community college students, particularly in small to mid-size businesses and with start-ups. The Transmosis program is designed to enhance their STEM skills and provide an internship to gain exposure and experience in the technology industry. The goal is to build an effective, sustainable program that can be scaled across the Silicon Valley region over four years.

Transmosis 2016-2018	Information & Communications Technology	Engineering Technology	Advanced Manufacturing
STEM Core Foundation Boot-camps	50	0	0
STEM Core Foundation Internships	50	0	0

Outcome #4 (Workforce Investment Boards): Alameda, work2Future, and NOVA WIB’s all have experience working with the workforce intermediaries to link WIA/WIOA eligible students with WIOA funded work-experience opportunities in high-growth, high-demand, high-wage career areas that respond the growing need for youth 16-24 to have industry recognized career skills and certification.

Workforce Investment Boards 2016-2018	Information & Communications Technology	Engineering Technology	Advanced Manufacturing
WIOA Youth Outreach / Enrollments	25	15	25
WIOA Funded Work Experience	15	10	15

Outcome #5 (Professional Development Ted-ED): TED-Ed is the education initiative of TED Conferences, LLC. TED-Ed’s mission is to amplify and share the ideas and voices of teachers and students around the world while supporting educators and students with video-based content, a web-based teaching tool, and professional development programming.

In particular, TED-Ed aims to collaborate with teachers to capture scalable, useful subject-based lessons that can be shared with the world for free. These lessons are produced with exceptional quality, crafted to inspire students to become more curious about all subject areas, and in particular, math, science and engineering topics.

TED-Ed’s purpose, in this collaboration, is to develop, produce and publicly share video-based animations that helps STEM learners better understand STEM-related topics. TED-Ed plans to work with educators from the SVETP to build objectives, create and publish these videos with surrounding curriculum that engage students. These videos are projected to reach over 250,000 learners in California and over 2 million learners, globally. Additionally, TED-Ed will develop and lead 2-3 professional development workshops that will hopefully reach over 150 teachers in person, and potentially many more via online workshops. These workshops will be held specifically for participants from SVETP who are interested in using technology and video-based teaching as a teaching tool.

Ted-ED 2016-2018	Information & Communications Technology	Engineering Technology	Advanced Manufacturing
STEM Related videos	5	5	5
In-Person Professional Development/Teacher Training	5		
STEM Related Curriculum Development and online resource development	15		

Deliverables include:

- At least 15 STEM related videos, created in collaboration with world-renowned animators and educators from SVETP who focus on middle, high and college teaching in STEM Core, Computer Science, and Engineering. This content is projected to reach over 2 million learners world-wide, and likely 250,000 in California. These videos will be released for free on the ed.ted.com platform and channels.
- Supplementary curriculum with each lesson, including multiple choice questions, open answer questions, discussion questions, and additional resources that allow learners to dig deeper into the subject area. These content packages will be available on ed.ted.com.
- At least 2-3 professional development in-person sessions that train teachers in using video-based teaching methods, ways to use the ed.ted.com tool and platform to develop more blended learning techniques, and programs focused on helping students express their ideas and interests via presentations. These professional development sessions will be targeted for teachers who teach middle, high and college levels in the STEM Core, Information & Communications Technology, Engineering and Advanced Manufacturing subjects.
- TED-Ed will also research and develop methods to conduct professional development online as a way to scale and increase the reach of teachers that receive training around web and video-based professional development.

Outcome #5 (Professional Development and Work Based Learning): Lawrence Livermore National Laboratories (LLNL) is a critical partner in the SVETP career pathways employer commitment project. LLNL will have two specific program deliverables: 1) Advance Manufacturing Institute training, boot camp and work-based learning; and 2) management of the Advanced Manufacturing and STEM mobile learning laboratory.

Lawrence Livermore National Laboratories 2016-2018	Computer Information Science	Engineering Technology	Advanced Manufacturing
Advance Manufacturing Institute (Bootcamp)	50	50	150
Advanced Manufacturing & STEM Mobile Learning Laboratory	500	500	1000

Advance Manufacturing Institute: Two week intensive bootcamp for 100 community college students, per session, that have successfully completed two-semesters of STEM Core foundation.

Advanced Manufacturing and STEM Mobile Learning Laboratory: Both secondary school students and community college students will have opportunities for job shadowing and experiential work-based learning in the mobile advanced manufacturing trailer (3D printing and prototyping modeling) that will visit multiple school sites in the SVETP region from 2016-2019.

Outcome #6 (California State Universities) - San Jose State, San Francisco State and CSU-East Bay are all joining the SVETP partnership to assist with marketing outreach, to employ Math Science Teaching Initiative (MSTI) students to assume the Student Support Specialist roles in sustainability outlier years, for their work experience stipend, and to provide professional development to STEM faculty and teachers.

California State Universities 2016-2018	Computer Information Science	Engineering Technology	Advanced Manufacturing
In-Person Professional Development Sessions	6		
Number of community college students exposed to university degree programs aligned with SVETP career pathways	450	300	180

Outcome #7 (Outside Evaluator): UCLA HERI (Higher Education Research Institute) will provide a more formal, external evaluation infrastructure to examine local "research questions" that emerge as they review student and faculty/teacher data. HERI will evaluate barriers and accelerants to student progress in STEM core and career pathway programs. UCLA-HERI will prepare online surveys, conduct in-person interviews, and collect all forms of student, faculty and project data to perform critical analysis. The final result will be a formal evaluation report on best practices in the regional implementation of career pathways. This formal evaluation will provide a written objective analysis Workforce Institute and the entire SVETP regional consortium may use to demonstrate the effectiveness of the SVETP model and build project sustainability.

SILICON VALLEY ENGINEERING TECH PATHWAYS (SVETP)
California Career Pathways Trust
Target Group

THE CHART BELOW INDICATES THE TOTAL NUMBER OF STUDENTS TO BE SERVED IN EACH CAREER PATHWAY PROPOSED IN THE GRANT APPLICATION.

Career Pathway Name	Total Number of Students 2015-16	Total Number of Students 2016-17	Total Number of Students 2017-18	Total Number of Students 2018-19
Information & Communication Technologies (including Cyber Security)	1397	1530	1530	1484
Engineering (including Bioengineering)	788	863	863	837
Manufacturing & Product Development (Advanced Manufacturing)	356	408	408	390
TOTAL	2541	2801	2801	2711

EXHIBIT B: BUDGET SCHEDULE

As full compensation for all WORK completed by the AGREEMENT, PARTNER shall be recompensed based on the categories presented in grant proposal as referenced below.

	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	Total	Percentage
CCPT Round 2 Funds	6,586,576.50	6,586,576.50	0.00	0.00	0.00	13,173,153.00	100%
Fiscal Lead - Regional Grants Management							
Workforce Institute - Lead Agency	427,500.00	380,000.00	142,500.00	0.00	0.00	950,000.00	
Data Management / Technical Assistance	135,000.00	120,000.00	45,000.00	0.00	0.00	300,000.00	
Subtotal Fiscal Lead	562,500.00	500,000.00	187,500.00	0.00	0.00	1,250,000.00	9%
K-12 Districts							
Campbell Union HSD	53,325.00	47,400.00	17,775.00	0.00	0.00	118,500.00	
Eastside USD	169,695.00	150,840.00	56,565.00	0.00	0.00	377,100.00	
Fremont Union HSD (Sunnyvale)	71,550.00	63,600.00	23,850.00	0.00	0.00	159,000.00	
Metropolitan Education District	79,650.00	70,800.00	26,550.00	0.00	0.00	177,000.00	
Milpitas USD	65,475.00	58,200.00	21,825.00	0.00	0.00	145,500.00	
Santa Clara USD	100,080.00	88,960.00	33,360.00	0.00	0.00	222,400.00	
Alpha Public Schools	58,500.00	52,000.00	19,500.00	0.00	0.00	130,000.00	
Stride Center	72,000.00	64,000.00	24,000.00	0.00	0.00	160,000.00	
Subtotal K-12	539,775.00	479,800.00	179,925.00	0.00	0.00	1,489,500.00	11%
WIB Programs							
WIB (Alameda Co)	18,000.00	16,000.00	6,000.00	0.00	0.00	40,000.00	
WIB (NOVA)	15,750.00	14,000.00	5,250.00	0.00	0.00	35,000.00	
WIB (work2future)	15,750.00	14,000.00	5,250.00	0.00	0.00	35,000.00	
Subtotal WIBs	645,525.00	573,800.00	215,175.00	0.00	0.00	110,000.00	1%
Community Colleges							
Evergreen Valley College	191,250.00	170,000.00	63,750.00	0.00	0.00	425,000.00	
Foothill College	162,000.00	144,000.00	54,000.00	0.00	0.00	360,000.00	
Las Positas College	180,000.00	160,000.00	60,000.00	0.00	0.00	400,000.00	
Mission College	162,000.00	144,000.00	54,000.00	0.00	0.00	360,000.00	
Monterey Peninsula College	180,000.00	160,000.00	60,000.00	0.00	0.00	400,000.00	
Ohlone College	256,500.00	228,000.00	85,500.00	0.00	0.00	570,000.00	
San Jose City College	191,250.00	170,000.00	63,750.00	0.00	0.00	425,000.00	
Skyline College	180,000.00	160,000.00	60,000.00	0.00	0.00	400,000.00	
West Valley College	162,000.00	144,000.00	54,000.00	0.00	0.00	360,000.00	
Subtotal CCDs	1,665,000.00	1,480,000.00	555,000.00	0.00	0.00	3,700,000.00	28%
California State Universities							
CSU East Bay	47,250.00	42,000.00	15,750.00	0.00	0.00	105,000.00	
San Francisco State University	47,250.00	42,000.00	15,750.00	0.00	0.00	105,000.00	
San Jose State University	74,250.00	66,000.00	24,750.00	0.00	0.00	165,000.00	
Subtotal CSUs	168,750.00	150,000.00	56,250.00	0.00	0.00	375,000.00	3%
(Professional Development, Mobile Lab, Workforce Intermediaries)							
Workforce Intermediary (Growth Sector)	1,232,500.00	986,000.00	246,500.00	0.00	0.00	2,465,000.00	
TRANSMOSIS Summer Bootcamps	49,500.00	44,000.00	16,500.00	0.00	0.00	110,000.00	
LLNL STEM Mobile Learning Lab & Bootcamps	180,000.00	160,000.00	60,000.00	0.00	0.00	400,000.00	
TED-Ed	110,000.00	90,000.00	0.00	0.00	0.00	200,000.00	
UCLA Evaluator	56,250.00	50,000.00	18,750.00	0.00	0.00	125,000.00	
WI grants management, Prof Dev, Stipends, Marketing, Outreach and Community Development	1,248,975.00	1,110,200.00	416,325.00	0.00	0.00	2,775,500.00	
Interfund Tranfer to District	74,921.97	66,597.31	24,973.99	0.00	0.00	166,493.27	
Grant Services & Activities	74,921.97	66,597.31	24,973.99	0.00	0.00	5,741,993.27	44%
Total Direct Expenses	3,656,471.97	3,250,197.31	1,218,823.99	0.00	0.00	12,666,493.27	96%
Indirect @ 4%	146,258.88	130,007.89	48,752.96	0.00	0.00	506,659.73	4%
Total	3,802,730.85	3,380,205.20	1,267,576.95	0.00	0.00	13,173,153.00	100%

EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

PARTNER shall comply with General Assurances 2014-15, California Department of Education, to the extent applicable.

Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code (EC)*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations (CFR)* 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR T5, §4202*)
- The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (*34 CFR 76.722, 76.730, 76.731, 76.734, 76.760; 34 CFR 80.42*)
- The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR T5, §4600 et seq.*)
- The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of *34 CFR Part 82*.
- The LEA has complied with the certification requirements under *34 CFR Part 85* regarding debarment, suspension and other requirements for a drug-free workplace. (*34 CFR Part 85*)
- The LEA provides reasonable opportunity for public comment on the application and considers such comment. (*20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4)*)

- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.
- The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)
- The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

- The program using consolidated program funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- Schoolsite councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)
- The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
- Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(I), 54101; *CCR* T5, §§3944, 3946)
- Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)

- At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
 - State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.
- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
 - Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
 - Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
 - 34 CFR 82 – Restrictions on Lobbying
 - 34 CFR 85 – Government-wide Debarment and Suspension (Nonprocurement)
 - 34 CFR 86 – Drug and Alcohol Abuse Prevention
 - CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
 - California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
 - California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
 - CA Education Code Section 45125.1 - Fingerprinting and Background Checks
 - California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
 - California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
 - California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
 - Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.

EXHIBIT D: GRANTEE AWARD NOTIFICATION

RECEIVED

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

JUN 01 2015

CHANCELLOR
SJ EVERGREEN CCD

Grant Award Notification

GRANTEE NAME AND ADDRESS Rite Cepeda, Chancellor San Jose Evergreen Community College District 40 South Market Street San Jose, CA 95113				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				14	25238	6965	00
Attention Rite Cepeda				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Office of the Chancellor				Resource Code	Revenue Object Code	43	
Telephone 408-270-6402				6382	8590	INDEX	
Name of Grant Program California Career Pathways Trust Implementation						0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$13,173,153.00	0	\$13,173,153.00	0	June 1, 2015	June 30, 2017	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
N/A	N/A	N/A			N/A		
<p>I am pleased to inform you that you have been awarded a California Career Pathways Grant Implementation grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p align="center">Lisa Reimers, Education Programs Consultant College Preparation and Postsecondary Programs Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Abygail Medina				Job Title Education Programs Consultant			
E-mail Address amedina@cde.ca.gov					Telephone 916-319-0491		
Signature of the State Superintendent of Public Instruction or Designee Tom Torlakson					Date May 27, 2015		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>							
Printed Name of Authorized Agent Rita M. Cepeda				Title Chancellor			
E-mail Address rita.cepeda@sjeccd.edu					Telephone		
Signature [Signature]					Date 6/1/15		

EXHIBIT E: GRANTEE AWARD NOTIFICATION, AMENDMENT 1

California Department of Education
 Fiscal Administrative Services Division
 AO-400 (REV. 09/2014)

RECEIVED

Grant Award Notification

GRANTEE NAME AND ADDRESS Rite Cepeda, Chancellor San Jose Evergreen Community College District 40 South Market Street San Jose, CA 95113				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				14	25238	6965	00
Attention Rite Cepeda				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Office of the Chancellor				Resource Code	Revenue Object Code	43	
Telephone 408-270-6402				6382	8590	INDEX	
Name of Grant Program California Career Pathways Trust Implementation						0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$13,173,153.00	\$0.00	\$13,173,153.00	1	June 1, 2015	June 30, 2019	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
N/A	N/A	N/A			N/A		
<p>I am pleased to inform you that you have been awarded a California Career Pathways Grant Implementation grant. This amendment is to extend the Award Ending Date.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p align="center">Lisa Reimers, Education Programs Consultant College Preparation and Postsecondary Programs Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Abygail Medina				Job Title Education Programs Consultant			
E-mail Address amedina@cde.ca.gov					Telephone 916-319-0491		
Signature of the State Superintendent of Public Instruction or Designee 					Date August 15, 2015		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature ▶					Date		