

FUND PASS-THROUGH AGREEMENT

between

THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

in connection with

FTA WORKFORCE DEVELOPMENT GRANT

TRANSIT CAREER LADDERS TRAINING PROGRAM (TCLT)

This Fund Pass-Through Agreement (“Agreement”) is entered into as of the ___ day of _____, 2015, by the San Francisco Bay Area Rapid Transit District (“BART”) and CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (collectively, the “Parties”) in connection with the Transit Career Ladders Training Program (the “Project”).

AGREEMENT

NOW, THEREFORE, BART and CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION 1: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

AGREEMENTS

- A. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees that all Work that it performs, or causes to be performed, shall be done in accordance with the terms set forth in this Agreement and the BART/FTA Agreement, including all references in and attachments to those Agreements, see Attachments A-G. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT further agrees that, as the sub-recipient in the BART/FTA Agreement, it will perform or cause to be performed all the Work to meet each and every requirement that is imposed on BART in such BART/FTA Agreement.

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CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT further agrees that it will cooperate with BART's sub-grantee Monitoring Program, attached hereto as Attachment E and incorporated herein by this reference, as may be amended from time to time. BART agrees to notify CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT of any proposed amendments to the BART/FTA Agreement prior to the amendment.

- B. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees to meet the submittal requirements set forth in the Agreement, see Attachment A and D. Reimbursement of BART staff costs to review submittals is addressed in said Agreement.
- C. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees that no actions by partner organizations, contractors or subcontractors, and no action by any other party or agency shall relieve CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT of its obligation to comply fully with this Agreement.
- D. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees that, while it may request and receive advice from BART from time to time in order to understand its obligations as a sub-recipient in the BART/FTA Agreement, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT remains responsible for its full compliance with the BART/FTA Agreement and with this Agreement.

- E. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT acknowledges that all Work under this Agreement must be performed in accordance with the work descriptions and schedules established in the BART/FTA Agreement, and that CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT should not assume that any requested time extension or change in Work scope will be allowed, see Attachment A, B, D and H.

In their publications, Partner Agencies are authorized provide a link to the BART website regarding the Transit Career Ladders Program. However, any text regarding the Program must first be reviewed and approved by the Project Manager. In addition, no Partner Agency may reproduce any BART logos without prior written permission from BART.

- F. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT shall appoint a Program Coordinator who shall see that project accounts are maintained subject to FTA regulations and BART approval, prepare Work progress reports, as required by the FTA and/or BART, and administer the Work. Milestone/progress reports are due to FTA within 30 days after the end of each calendar quarter (i.e., by January 30, April 30, July 30, and October 30). CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT reports are due to BART eight (8) business days after the end of the quarter to allow BART sufficient processing time. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees to comply with the project management principles in the BART/FTA Grant Agreement, amendments thereto, and any other regulations and circulars that may be applicable.

G. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT may enter into contracts with third parties for the completion of the Work. Said contracts shall be subject to all of the terms, conditions and limitations set forth in the BART/FTA Agreement as if CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT were the grantee named therein. BART reserves the right to review said contracts and change orders or amendments thereto for compliance with the grant requirements, prior to execution. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT shall provide notice to BART of its intent to award these contracts and change orders. BART shall not be subject to any obligations or liabilities by contractors of CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT or any other person not a party to this Agreement in connection with this Work, notwithstanding BART's concurrence in the award of any contracts. Also, BART concurrence in the award of any contract shall not relieve CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT of liability to BART for any charges to the grant that are subsequently disallowed by FTA or determined by any audit to be unallowable.

H. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT acknowledges that it will receive a maximum pass-through amount of \$161,000 to complete their obligations of services as part of this agreement and that if any portion of any grant under the BART/FTA Agreement is not funded by FTA, BART is not obligated to provide such funds to CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT and is not

liable to CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT in any way for such funding. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT acknowledges that BART will seek reimbursement from FTA after making payments to CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT under this Agreement. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT further agrees to fully refund to BART any payments under this Agreement that are subsequently disallowed by FTA (unless disallowed due to the sole fault of BART) or determined by any audit to be unallowable.

I. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT invoices to BART pursuant to this Agreement shall segregate costs by activity pursuant to the Work scope, see Attachment C for Invoicing Procedures. In addition, each invoice must have sufficient documentation to show Grant, Local Match, and In-Kind amounts incorporated herein by this reference. All invoices shall be made in writing and delivered to BART as follows:

- i. Save file name as: Partner Agency – Invoice No.
 - a. Example: ABC Company – Invoice #123456.
- ii. E-mail a PDF version of the invoice include receipts and supporting documentation to: HRPL@bart.gov.
- iii. E-mail Subject Heading to include: FTA Grant Invoice-Partner Agency Name-Invoice #

Invoices must include: Your Invoice Number and Purchase Order Number along with supporting receipts and documentation for expenses. CHABOT-LAS POSITAS

COMMUNITY COLLEGE DISTRICT can only request reimbursement of expenses it has already paid.

Please direct questions regarding invoice submission to BART's Project Manager or designated representative. Invoice submission samples can be viewed at www.bart.gov/bap.

- J. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees that only actual, allowable, necessary and reasonable costs are reimbursable and that all Work costs invoiced to BART, and local match contributions, shall comply with the BART/FTA Agreement scope, terms and conditions. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees to comply with and to require all of its commercial third party contractors to comply with the cost principles of Title 48 Code of Federal Regulations Part 31.
- K. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees to include this Work in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT further agrees to have a single audit meeting the requirements of OMB Circular A-133 performed by a Certified Public Accountant (CPA) each of its fiscal years for which it receives FTA funding pursuant to the BART/FTA Agreement. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT shall provide four

copies of the Single Audit Report to CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT immediately upon receipt of the report from its CPA.

- L. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT shall allow representatives of the FTA, the State, and BART auditors access to all records, books, and documents, related to costs or performance under this Agreement, beginning with execution of this Agreement and extending to three years from final payment by FTA to BART under the BART/FTA Agreement. In addition, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT shall provide copies of all source documents required to verify compliance with the requirements of this Agreement, including but not limited to, approved cost allocation plans, written progress reports, job cost ledgers, and time records. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT shall maintain all records related to the Work and its costs for three years from the date of final payment by the FTA to BART under the BART/FTA Agreement. Furthermore, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT shall require each of its contractors and subcontractors to allow representatives of the FTA, the State, and BART to have access to all books, records, and documents relative to all costs and performance under the Agreement for the purpose of auditing, inspecting, and copying such books, records, and documents beginning with the execution of the contract or subcontract and extending for three years after final payment under the Agreement. The contractors and subcontractors shall be required to maintain all records related to contract

or subcontract costs and performance for three years following final payment under the contract or subcontract.

M. CONSULTANT to the extent permitted by law, shall defend, indemnify and hold harmless BART, its directors, officers, agents and employees from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including reasonable attorney's fees, and any and all costs and expenses in connection therewith), incurred by reason of any act, or failure to act, of CONSULTANT, its officers, agents, employees and sub-consultants or any of them, under or in connection with this Agreement; and CONSULTANT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against BART, its directors, officers, agents and employees, or any of them, arising out of CONSULTANT's services, and to pay and satisfy any resulting judgments. Such indemnification includes without limitation any violation of proprietary rights, copyrights and rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement.

CONSULTANT is not an employee and will defend, indemnify and hold BART harmless for any injuries or claims suffered by CONSULTANT and/or its officers, agents, employees and sub-consultants that would otherwise be subject to the Worker's Compensation Act. Further, CONSULTANT will defend, indemnify BART and hold it harmless for tax, wages, employee benefits, pension benefits, or other liability if

CONSULTANT or its employee, agent, subcontractor or other person providing services pursuant to this Agreement is found to be a common law employee of BART by the IRS, CalPERS, another government agency or a court or administrative law judge."

- N. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT agrees that BART may terminate this Agreement for cause if CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT is in default of any provision. Termination shall be effected by serving a thirty (30) day written notice of termination on CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT setting forth the manner in which CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT is in default and the manner in which the alleged default may be cured, if any. If CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT does not cure a curable default within thirty (30) days of the receipt of the notice, or commence to cure within the thirty (30) day period and diligently prosecute the cure to completion to the satisfaction of BART, BART may in its discretion terminate this Agreement. If the Agreement is terminated, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT will be reimbursed for Work performed in accordance with the Agreement prior to termination.
- O. In the event that a dispute arises out of this Agreement, the parties agree to engage in mediation prior to the initiation of litigation. Either party may initiate the request for mediation, that request should provide notice of the nature of the dispute and the relief being sought. The Parties shall meet and confer within fifteen (15) days of the request

for mediation regarding the selection of a mutually agreed upon mediator. The mediation shall be scheduled as soon as practicable after selection of the mediator and in no event more than ninety (90) days following the request for mediation. That time period may be extended by mutual agreement of the Parties. The Parties shall share equally the costs of the mediation.

If the mediation is not successful either party may initiate litigation. The mediation shall, however, be a condition precedent to filing legal action and the failure or refusal to mediate shall constitute a defense to any action.

SECTION 2: BART AGREEMENTS

- A. BART agrees to reimburse CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT in connection with Work performed in accordance with the terms of this Agreement, subject to funding by FTA. (Please see Attachment C, "Invoicing Procedures")

- B. BART agrees to reimburse CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT for costs incurred for Work performed in accordance with this Agreement in accordance with the procedures contained in the Invoicing Procedure.

SECTION 3: MUTUAL AGREEMENTS

- A. Neither party shall assign this Agreement, or any part thereof, without prior express written consent of the other, and any attempt thereof shall be void and unenforceable.
- B. All notices required hereunder may be given by personal delivery, U.S. mail, courier service (e.g. federal express) or facsimile. Notices shall be effective upon receipt at the following addresses:

To BART: San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 20th Floor
P.O. Box 12688
Oakland, CA 94604-2688
Attention: Prem Bajaj
TCLT Program Manager
510-464-7532 (phone)
510-464-6386 (fax)

With a copy to: San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 16th Floor
P.O. Box 12688
Oakland, CA 94604-2688
Attention: Michael Tanner
Manager, Grant Compliance
510-464-6433 (phone)
510-287-4751 (fax)

To CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT:

Chabot College

2555 Hesperian Boulevard, 454-E

Hayward, CA 94545

Attention: Wayne Philips, Instructor

Electronic Systems and Adv Manufacturing Technology

510-723-7476 (phone)

with copy to:

Chabot College

2555 Hesperian Boulevard

Hayward, CA 94545

Attention: Kristin Lima, EdD

Dean, Applied Technology and Business

510-723-6652 (phone)

- C. Nothing in this Agreement is intended to nor does establish the Parties as partners, co-venturers or principal and agent with one another. Neither party may contract or enter into any other agreement in the name of the other.
- D. This Agreement shall be interpreted under and pursuant to the laws of the State of California applicable to contracts to be performed within the State, without reference to conflicts of law principles.
- E. This Agreement shall be binding upon and inure to the benefit of approved transferees, successors and assigns of each of the Parties to it, except that there shall be no transfer of

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any interest by any of the Parties to this Agreement except pursuant to the terms of the Agreement.

- F. This Agreement represents the full, complete and entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings or agreements, whether written or oral, between the Parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by an authorized officer or representative of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties executed this Agreement on or as of the date first written above.

CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT:

By: _____

Name: Lorenzo Legaspi

Title: Vice Chancellor, Business Services

BART:

SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT, a rapid transit district
established pursuant to Public Utilities Code
Section 28500 et seq.

Approved as to form:

BART Attorney

By: _____

Name: _____

Title: _____

ATTACHMENT A: SCOPE OF WORK

The Transit Career Ladders Training (TCLT) program is expected to last twenty-three (23) months from outreach to completion and certification of the technical training classes. It will consist of participants identified through outreach efforts who will attend the San Francisco (SF) Bay Area local colleges in electronics and electrical technical training classes. Partner Agency colleges in the program include: Chabot College, Diablo Valley College, Los Medanos College, San Mateo County Community College District. The technical training program is projected to last approximately three (3) semesters totaling 19-31 units or approximately 8-9 units per semester depending on the college program curriculum.

This is a full program description. All deliverables are outlined in the four tasks listed below. Each partnering college or workforce investment board location as a sub-grantee will be responsible for their respective deliverables.

As part of the program funding allocated by the FTA grant, participants will be enrolled in a fully paid technical program at a participating college at no cost. The District will make every effort to adjust funding accordingly in an attempt to include out of state participants.

Task 1: OUTREACH/CANDIDATE INTAKE

The Outreach will include advertisement, informational sessions, basic screening and initiation of case management. Advertisement in SF Bay Area counties of San Francisco, Alameda,

Contra Costa and San Mateo to include locations such as: One Stop Career centers, local high school, community organizations, community colleges and BART sites. Outreach will also include a partnership with the partner agency colleges and Workforce Investment Boards (WIB), Workforce Development Consortiums through informational sessions to items such as meetings, job fairs and career centers as well as traditional advertising and website posting. As a result of the outreach, our goal is to achieve informational session participation and distribution of informational material to at least a total of 200-300 individuals.

The respective partnering agency Project Coordinators will then process the candidates through the Candidate Intake Process which will include initial screening, identification of candidates, placement testing and needs assessment. Once screened, candidates will be selected and placed directly into the Technical Training program or alternatively into the Academic Bridge Program as needed. The Project Coordinators will assist in coordinating alternative avenues of support or academic counseling to those individuals currently not eligible for program participation.

Task 2: ACADEMIC BRIDGE and TECHNICAL TRAINING

The Academic Bridge will provide an accelerated program for intervention through a six (6) week program. Participation in this program will be based on placement level attained. This bridge phase will include basic Math and English support along with academic counseling and introductory instruction on the electronic and electrical fields to provide: Basic Math and Technical English, introduction to electricity, and electronics technical training and study tips, in preparation for the next steps of the technical skills training courses.

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The longest phase of the program is the Technical Training which will include orientation, registration, enrollment and completion of the electronic or electrical training program hosted by partner agency college.

Participants who successfully complete the TCLT Program Technical Training phase and pre-employment and background screening will be eligible to participate in the Field Training Program. Successful completion of the Field Training program will qualify them to compete in the selection test for respective classifications to be placed in hiring pools. This program does not guarantee placement into a job, however it is the goal of the program to train participants to best position themselves for employment in their respective trained fields. See the attached model below demonstrating how participants will progress through the program.

Task 3: COMPLETION & ASSESSMENT

The last task incorporates an assessment for data gathering and reporting of outcomes, program review and compilation of the Federal Transit Administration “FTA” Final Report. The details of the contents of the Final Report are described under the section heading below called “Reporting Plan”.

Task 4: REPORTING REQUIREMENTS

Per FTA requirements under Circular 6100.1E, BART will submit on a quarterly basis the necessary Federal Financial and Milestone Progress Reports. In addition, a narrative summary

report will be provided to update progress made towards completion of each task. A final report will be submitted at the conclusion of this project.

This project is the result of MAP-21 funding, and as such, requires an annual report to Congress.

This report will be supported from measurements data gathered from this and other Workforce Development projects. BART will provide any requested data and information, when needed, to fulfill this requirement.

Period of Performance:

The program schedule is expected to last twenty-three (23) months and will include five (5) phases from approximately March 2016 to January 2018. The FTA Final Report will be submitted within 60 calendar days of program completion. In addition to the described TCLT program, there is an additional planned phase to incorporate Field Training not included as part of this grant funding for implementation at a future date.

Reporting Plan

Report Submittal Date	Contents
Quarterly (July 30, October 30 and January 31, April 30)	Tracking number of participants through each phase.
Final Report Within 60 days of Program Completion	To include all quantitative and qualitative data measures: <ul style="list-style-type: none"> ✓ Project description and program applicability ✓ Geographic impact and participant demographic profile ✓ Summary of participant tracking including skill assessment ✓ Participant exit interviews ✓ Summary of feedback from participating strategic partners ✓ Identification of participants eligible for the Field Training Program ✓ Local/Regional or National Program Applicability ✓ Copies of outreach material, flyers and brochures ✓ Lessons Learned: Bridge Program, Technical Training, Program Enhancement Opportunities

Performance Measures:

Goal: National or Regional Applicability/Community Based Outreach

- Deliverable: Provide a model for application and use across multiple classifications.
- Deliverable: Provide a list of locations demonstrating regional outreach model.
- Deliverable: Provide outreach to prospective candidates (approximately a total of 200-300 individuals).

Goal: Academics Bridge Class / Technical Training Program

- Deliverable: Academic Bridge: Provide basic Math and English to approximately 40-50 individuals.
- Deliverable: Technical Training Program is projected to last three semesters totaling 25-30 units or 8-9 units per semester depending on the partner college calendar schedule. Provide Technical Training Program Enrollment for approximately 50-60 individuals from the community and 15-20 employees in non-technical classifications.
- Deliverable: Orientation Sessions

Goal: Expanded Opportunity for Non-Technical Careers

- Deliverable: Provide temporary part time paid positions to backfill current workers participating in the program at either the technical phase or a later planned phase of field training. This will result in approximately 15-20 hires into temporary positions.

College curriculum list provided to FTA is provided below. At this time due to the time constraints of the grant, the curriculum must be modified to extend no more than 18 months. Modifications to the curriculum from the classes listed below are pending TCLT Project Manager authorization and approval.

ATTACHMENT B: Approved College Curriculums Submitted to FTA

College	Approved College Curriculums Submitted to FTA									
	San Diego State College			Palomar College			San Diego State College		CSUN	
	Course	Elective	General Education	Course	Technical Education	General Education	Course	Elective	Course	Elective
San Diego State College	EEET 101			EEET 101			EEET 101		EEET 101	
San Diego State College	EEET 102			EEET 102			EEET 102		EEET 102	
San Diego State College	EEET 103			EEET 103			EEET 103		EEET 103	
San Diego State College	EEET 104			EEET 104			EEET 104		EEET 104	
San Diego State College	EEET 105			EEET 105			EEET 105		EEET 105	
San Diego State College	EEET 106			EEET 106			EEET 106		EEET 106	
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San Diego State College	EEET 148			EEET 148			EEET 148		EEET 148	
San Diego State College	EEET 149			EEET 149			EEET 149		EEET 149	
San Diego State College	EEET 150			EEET 150			EEET 150		EEET 150	

Please refer to respective college. Any changes to curriculum need to be approved by the TCLT Project Manager.

ATTACHMENT C: BART / PARTNER AGENCY Fund Pass-Through Agreement

Invoicing Procedures

General

1. San Francisco Bay Area Rapid Transit ("BART") reimbursement of project costs does not constitute BART's final decision about whether the costs are eligible under this Agreement and does not constitute a waiver of any violation of the provisions of this Agreement. If BART determines that Partner Agency is not eligible to receive any portion of the amount reimbursed, BART will withhold that amount from the subsequent invoice(s) or request return of the ineligible amounts.
2. Federal funds will be used to reimburse the costs of the Work. The Partner Agency invoice will include a summary sheet segregating costs by Task No., Description, and Expense Item by Line Item Code. (FTA grant agreement number).
3. Payments record retention: See Agreement Section 1, Article L.
4. Invoices will be processed monthly.
5. Costs incurred prior to Federal Transit Administration ("FTA") grant approval will not be allowed as project costs eligible for reimbursement as described in the FTA Circular C-5010, 3b1, which states that to be allowable under a grant program, cost must: "not be incurred prior to grant award unless specifically provided for in a Letter of No Prejudice or equivalent

document approved by FTA, or in the pre-award authority as described in the Federal Register listing of the Annual Apportionments.”

6. BART Project Manager concurrence is required on any changes to the scope of work and/or curriculum.

Detailed Procedure

1. The Program Coordinator prepares an invoice package including documentation, and submits it to the BART Project Manager for review and approval.
2. BART Project Manager reviews the payment application and either approves the submittal or requests changes and/or clarification within ten (10) business days of receipt of the invoice package.
3. The BART Project Manager notifies the Partner Agency Program Coordinator of the results of the review. If changes are required, the Partner Agency Program Coordinator works to resolve the changes and resubmits, per step one (1) above.
4. Once the BART Project Manager notifies the Partner Agency Program Coordinator that the pay application package is approved, the Partner Agency cuts and signs a check for the approved pay application amount and releases the payments to their vendors. The Partner Agency Program Coordinator submits the invoice (reimbursement request) to the BART Project Manager, including all of the supporting documents and corresponding proof of payments.
5. BART Project Manager reviews the final invoice package received from the Partner Agency and if everything is in order, forwards the invoice package to the BART AP supplier for payment processing. BART pays the Partner Agency for the federal portion of the pay draw

(as indicated on the invoice summary) within thirty (30) business days of receipt of the invoice.

6. BART draws down the FTA funds on a reimbursement basis, consistent with internal BART policy.

Summary Sheet

1. Invoice cover to be an original under Partner Agency letterhead.
2. Costs to be summarized by the FTA codes used in the grant application.
3. Partner Agency approval to be by Partner Agency's authorized representative, to be designated in writing by Partner Agency.

Payment Application

The templates of the forms to be submitted will be approved by BART and attached to this exhibit via an amendment prior to any formal request for reimbursement.

Copies of the following are to be attached to the invoice:

1. Invoice, in the form of the Application and Certificate for Payment.
2. Documents used by Partner Agency to determine invoice value shall be based on costs incurred and paid and shall include:
 - a. Partner Agency Payment Certifications (by grant number)
 - b. Summary – Transportation Grant Reimbursements showing Funding of Draws by Task No, Description, Expense Item and Line Item Code including FTA grant agreement number.

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1957
Recipient Name:	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
Project ID:	CA-64-7001-00
Budget Number:	1 - Budget Approved
Project Information:	Transit Career Leaders Training

Part 1: Recipient Information

Project Number	CA-64-7001-00
Recipient ID:	1957
Recipient Name:	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
Address:	300 Lakeside Drive , OAKLAND, CA 94612 3534
Telephone:	(510) 464-6000
Facsimile:	(510) 287-4751

Union Information

CONFORMED COPY
BY WJ Tanner

Recipient ID:	1957
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	5025 Wisconsin Avenue, N.W.
Address 2:	
City:	Washington, DC 20016 4139
Contact Name:	Warren George
Telephone:	(202) 537-1645
Facsimile:	(202) 244-7624
E-mail:	dispatch@atu.org
Website:	atu.org

Recipient ID:	1957
Union Name:	SERVICE EMPLOYEES INTERNATIONAL UNION
Address 1:	1313 L Street, N. W.
Address 2:	

<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID...> 9/18/2015

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City:	Washington, DC 20005 4101
Contact Name:	Andrew Stern
Telephone:	(202) 898-4100
Facsimile:	(202) 898-3200
E-mail:	sterna@seiu.org
Website:	seiu.org

Recipient ID:	1957
Union Name:	AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
Address 1:	1525 L Street, NW
Address 2:	
City:	Washington, DC 20036 5687
Contact Name:	Gerald McEntee
Telephone:	
Facsimile:	(202) 428-1283
E-mail:	legislation@afscme.org
Website:	afscme.org

Recipient ID:	1957
Union Name:	BART POLICE MANAGERS ASSOCIATION
Address 1:	800 Madison Street
Address 2:	
City:	Oakland, CA 94607
Contact Name:	Nathan Weissich
Telephone:	(510) 464-7000
Facsimile:	
E-mail:	nweissi@bart.gov
Website:	bart.gov

Recipient ID:	1957
Union Name:	BART POLICE OFFICERS ASSOCIATION
Address 1:	800 Madison St
Address 2:	
City:	Oakland, CA 94607
Contact Name:	Keith Garcia
Telephone:	(510) -46-4-70
Facsimile:	
E-mail:	kgarcia@bart.gov
Website:	bart.gov

Part 2: Project Information

Project Type:	Cooperative Agreement	Gross Project Cost:	\$1,500,000
Project Number:	CA-64-7001-00	Adjustment Amt:	\$0
Project Description:	Transit Career Ladders Training	Total Eligible Cost:	\$1,500,000
Recipient Type:	Other Governmental Organization	Total FTA Amt:	\$750,000
FTA Project Mgr:	Mackenzie Thiessen	Total State Amt:	\$0
Recipient Contact:	Michael Tanner	Total Local Amt:	\$750,000
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20514	Special Condition:	None Specified
Sec. of Statute:	5314-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2015 - Dec. 31, 2017	Est. Oblig Date:	None Specified
Recvd. By State:	Sep. 14, 2015	Pre-Award Authority?:	No
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan):	Sep. 01, 2015		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
60060	SAN FRANCISCO-OAKLAND, CA

Congressional Districts

State ID	District Code	District Official
6	7	Ami Bera
6	8	Paul Cook
6	9	Jerry McNerney

6	10	Jeff Denham
6	11	Mark DeSaulnier
6	12	Nancy Pelosi
6	13	Barbara Lee
6	14	Jackie Speier
6	15	Eric Swalwell
6	16	Jim Costa

Project Details

This project was competitively selected as part of the FY 2015 Innovative Public Transportation Workforce Development program, funded by 49 USC 5322. See NOFA: http://www.fta.dot.gov/grants/13077_16198.html. Announcement: http://www.fta.dot.gov/newsroom/news_releases/12286_16533.html.

The Transit Career Ladders Training (TCLT) Program is designed to meet the growing needs of the transit workforce by providing training access for traditionally under-represented individuals with the goal of developing streamlined pathways into transportation employment.

This will be done by establishing partnerships with such agencies as the local Workforce Investment Boards (WIB) and Bay Area Community Colleges. The model creates a direct line of communication and feedback between the educational institutions and the District with the goal of creating new avenues previously not available to external and internal applicants.

The program allows for a two-tiered pathway of opportunity to transit careers. The first pathway allows for technical training opportunities for employees in non-technical classifications and individuals from the community meeting the eligibility criteria. The second pathway includes temporary employment in backfilling non-technical positions as internal BART employees participate in the program.

Earmarks

Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
D2015-WFD-004	BART - Transit Career Ladder	\$750,000	\$750,000

Number of Earmarks: 1

Total Amount Applied: \$750,000

Date Sent for Release: 9/17/2015 9:18:47 PM

Date Released:

Security

No information found.

Part 3: Budget

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Project Budget			
	Quantity	ETA Amount	Tot. Elig. Cost
SCOPE			
550-00 RESEARCH PROJECTS	0	\$750,000.00	\$1,500,000.00
ACTIVITY			
55.14.00 STAFF/ADMIN	0	\$596,000.00	\$1,192,000.00
55.61.00 FACILITIES	0	\$62,000.00	\$124,000.00
55.74.00 PRINTING/MATERIAL/BOOKS	0	\$92,000.00	\$184,000.00
Estimated Total Eligible Cost:			\$1,500,000.00
Federal Share:			\$750,000.00
Local Share:			\$750,000.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
60060	2013.23.26.06.1	01	2015	26	\$0.00	\$750,000.00	\$750,000.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$750,000.00
Total from all Funding Sources:							\$750,000.00

Alternative Fuel Codes

Extended Budget Descriptions

55.14.00	STAFF/ADMIN	0	\$596,000.00	\$1,192,000.00
This line item will cover all costs surrounding project management, reporting, task implementation, and delivery. For more information, please refer to the statement of work located in the attachments.				

55.61.00	FACILITIES	0	\$62,000.00	\$124,000.00
This line item will cover the expenses associated with securing the space for project training. For more information, please refer to the statement of work located in the attachments.				
55.74.00	PRINTING/MATERIAL/BOOKS	0	\$92,000.00	\$184,000.00
All materials, supplies, etc needed to support project training, and reporting activities. For more information, please refer to the statement of work located in the attachments.				

Changes since the Prior Budget

No information found.

Part 4. Milestones

55.14.00 STAFF/ADMIN 0 \$596,000 \$1,192,000

	Milestone Description	Est. Comp. Date
1.	Initiate Project	Sep. 25, 2015
2.	Staff and Admin and Teachers	Dec. 31, 2017

55.61.00 FACILITIES 0 \$62,000 \$124,000

	Milestone Description	Est. Comp. Date
1.	Facility Rental	Oct. 31, 2015
2.	Facility Rental	Dec. 31, 2017

55.74.00 PRINTING/MATERIAL/BOOKS 0 \$92,000 \$184,000

	Milestone Description	Est. Comp. Date
1.	Purchase Supplies	Oct. 01, 2015
2.	Supplies for Classroom	Dec. 31, 2017

Part 5. Environmental Findings

551400 STAFF/ADMIN 0 \$596,000 \$1,192,000

Finding No. 1 - Class II(c)

C04 - Planning and Administrative Activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Finding Details: In accordance with the National Environmental Policy Act of 1969, and implementing directives, it is determined that the proposed project will not have a significant impact on the environment.

556100 FACILITIES	0	\$62,000	\$124,000
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Finding No. 1 - Class II(c)**C04 - Planning and Administrative Activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Finding Details: In accordance with the National Environmental Policy Act of 1969, and implementing directives, it is determined that the proposed project will not have a significant impact on the environment.

557400 PRINTING/MATERIAL/BOOKS	0	\$92,000	\$184,000
--------------------------------	---	----------	-----------

Finding No. 1 - Class II(c)**C04 - Planning and Administrative Activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Finding Details: In accordance with the National Environmental Policy Act of 1969, and implementing directives, it is determined that the proposed project will not have a significant impact on the environment.

Part 6: Fleet Status

No information found.

Part 7. FTA Comments**General Review**

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Comment Title:	New Comment
Comment By:	Mackenzie P Thiessen
Date Created:	Sep. 11, 2015
Date Updated:	None Specified
Ref Section:	Unknown

Conditions of Award

Comment Title:	New Comment
Comment By:	Mackenzie P Thiessen
Date Created:	Sep. 14, 2015
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	The 2015 Innovative Public Transportation Workforce Development Program requires that all recipients provide at least 50% match. This requirement has been satisfied.

Comment Title:	New Comment
Comment By:	Mackenzie P Thiessen
Date Created:	Sep. 11, 2015
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	<p>Federal Role: FTA will provide input and oversight to San Francisco Bay Area Rapid Transit District for the duration of this project. FTA will participate in any decision to re-direct project activities as needed.</p> <p>Recipient Role: San Francisco Bay Area Rapid Transit District will manage the project as outlined in the statement of work and application, including conducting meetings preparing technical, status and financial reports, submitting draft reports for FTA's comments and preparing a final report. The San Francisco Bay Area Rapid Transit District will provide FTA all progress, quarterly and final reports according to the schedule listed in the FTA Circular 6100.1E.</p>

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

COOPERATIVE AGREEMENT
(FTA C-21, October 1, 2014)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Cooperative Agreement, FTA has Awarded Federal assistance in support

of the Project described below. Upon Execution of this Cooperative Agreement by the Recipient named below, the Recipient affirms this FTA Award, and enters into this Cooperative Agreement with FTA. The following documents are incorporated by reference and made part of this Cooperative Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, <http://www.dot.gov/documents/21-Master.pdf>.
- (2) The Certifications and Assurances applicable to the Project that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS COOPERATIVE AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN

FTA AWARD

FTA hereby awards Federal assistance as follows:

Project No: CA-64-7001-00

Recipient: SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

Citation of Statute(s) Authorizing Project: 49 USC 5322(a)(b) - (MAP 21) Human Resources & Training (FY2013 & forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$1,500,000.

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$750,000

Amount of This FTA Award (in U.S. Dollars): \$750,000

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date:

Project Description:

Transit Career Ladders Training

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Cooperative Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Federal Role: FTA will provide input and oversight to San Francisco Bay Area Rapid Transit District for the duration of this project. FTA will participate in any decision to re-direct project activities as needed.

Recipient Role: San Francisco Bay Area Rapid Transit District will manage the project as outlined in the statement of work and application, including conducting meetings preparing technical, status and financial reports, submitting draft reports for FTA's comments and preparing a final report. The San Francisco Bay Area Rapid Transit District will provide FTA all progress, quarterly and final reports according to the schedule listed in the FTA Circular-6100.1E

The 2015 Innovative Public Transportation Workforce Development Program requires that all recipients provide at

least 50% match. This requirement has been satisfied.

Awarded By:
Vincent Valdes
Associate Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/18/2015

EXECUTION OF COOPERATIVE AGREEMENT

Upon full execution of this Cooperative Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Cooperative Agreement.

By executing this Cooperative Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Cooperative Agreement.

Executed by:
Grace Crunican
General Manager
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
09/18/2015

CA-64-7001-00 Quarterly Narrative Report

Apr. 01, 2015 through Jun. 30, 2015

As Of Sep. 18, 2015

(DRAFT)

No MS/P Report, No FFR

Part 1: Recipient Information

Project Number:	CA-64-7001-00
Recipient ID:	1957
Recipient Name:	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
Address:	300 Lakeside Drive, OAKLAND, CA 94612 3534
Telephone:	(510) 464-6000
Facsimile:	(510) 287-4751

Part 2: Project Information

Project No:	CA-64-7001-00
Brief Desc:	Transit Career Ladders Training
FTA Project Mgr:	Mackenzie Thiesse
Start/End Date:	Oct. 01, 2015 - Dec. 31, 2017
Gross Project Cost:	\$1,500,000
Adjustment Amt:	\$0
Total Eligible Cost:	\$1,500,000
Total FTA Amt:	\$750,000
Total State Amt:	\$0
Total Local Amt:	\$750,000
Other Federal Amt:	\$0

Part 3: Federal Financial Report**Financial Status**

	Previous	This Period	Cumulative
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$0
F. Federal Share of Expenditures	\$0	\$0	\$0
G. Recipient Share of Expenditures	\$0	\$0	\$0
H. Total Expenditures (F + G)	\$0	\$0	\$0
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations (I + J)			\$0
L. Total Federal Share (F + I)			\$0
M. Unobligated Balance of Federal Funds (E - L)			\$0
N. Total Recipient Share Required			\$0
O. Remaining Recipient Share to be provided N - (G + J)			\$0
P. Federal Program Income on Hand at Beginning of Period			\$0

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Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income (P + Q - R or S or T)			\$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

Part 4. Milestone/Progress Report

No Milestone Report

ATTACHMENT E: Sub-grantee (AKA Partner Agency) Monitoring Management Procedure

Sub-grantee Monitoring Program for Federal and State Grants for Oversight of Grant Sub-Recipients

I. GENERAL

When the San Francisco Bay Area Rapid Transit District (BART) agrees to provide funds to a SUBGRANTEE (not a contractor) and BART expects an outside funding source (granting agency, e.g., the Federal Transit Administration, Caltrans) to reimburse BART through a grant, BART agrees with the funding agency to require the SUBGRANTEE to comply with all of the provisions of the grant agreement as though the SUBGRANTEE were the grant recipient. The grant requirements are passed along to the SUBGRANTEE through a pass-through agreement between BART and the SUBGRANTEE. BART also assumes the oversight responsibility of ensuring that the SUBGRANTEE complies in all respects with the applicable requirements of the grant agreement. If the granting agency is not satisfied that the SUBGRANTEE has complied fully with the provisions of its grant agreement with BART, the granting agency may refuse to reimburse BART for amounts BART has paid to the SUBGRANTEE, or demand that BART repay grant funds already disbursed to BART.

II. OBJECTIVE

The purpose of this Management Procedure is to provide BART staff with procedures for monitoring SUBGRANTEE'S compliance with grant requirements and with its pass-through agreement with BART.

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III. DEPARTMENTS AFFECTED

For each pass-through agreement and the resulting contracts, if any, entered into by SUBGRANTEE, the following departments may be affected by this Management Procedure:

The Capital Development Department
The Sponsoring Department (for the pass-through agreement with the Partner Agency, is the Office of Employee Relations)
The Office of the General Counsel
The Assistant Controller
The Procurement Department
The Office of Civil Rights
The System Safety Department
The Insurance Department
The Employee Relations Department
The Maintenance and Engineering Department
Transit System Development
The Internal Audit Department

IV. RESPONSIBILITY

The BART Capital Development Department is responsible for establishing, maintaining, and monitoring compliance with this Management Procedure.

The Office of Employee Relations is the department that implements the action resulting in BART's obtaining the grant from the funding source and that has responsibility for overseeing the SUBGRANTEE's project for BART, and will be the primary contact with the SUBGRANTEE. The Office of Employee Relations is responsible for obtaining the required participation by all affected departments, and is responsible for ensuring that the SUBGRANTEE complies with the grant requirements.

Other affected departments are responsible for providing assistance to the Office of Employee Relations in the same manner as would be required if the grant were for a BART project.

V. PROCEDURE

Not all sections of this Management Procedure will be applicable to all SUBGRANTEES or project scopes of work, and this Management Procedure may be modified as required to be consistent with the requirements of the agreement between BART and the funding source.

NOTIFICATIONS: If the Office of Employee Relations initiates the process leading to a funding source awarding BART a grant that will be used to fund a SUBGRANTEE's project, the Office of Employee Relations must immediately notify the Capital Development Department at the start of the process and identify the prospective agreement manager (described below). The Capital Development Department will provide the agreement manager with a copy of any available relevant provisions required by the granting agency. The agreement manager must become familiar with the requirements and make the requirements known to the prospective SUBGRANTEE. If the Capital Development Department obtains a grant that may be used to fund a SUBGRANTEE's project the Capital Development Department will immediately notify the prospective Office of Employee Relations Department. This is to assure that all parties are aware of expected requirements.

OFFICE OF EMPLOYEE RELATIONS: While Grant Compliance and other BART departments, such as Procurement, the Assistant Controller, and Internal Audit, will have a role in monitoring grant compliance by each SUBGRANTEE, the primary responsibility for coordination and enforcement will remain with the Office of Employee Relations.

The Office of Employee Relations designates Prem Bajaj as Project Manager. She will be the primary BART contact with the SUBGRANTEE. The Project Manager is responsible for preparing and overseeing compliance with a funding pass-through agreement between the SUBGRANTEE and BART. The pass-through agreement must require that the SUBGRANTEE comply with the provisions of the grant agreement between the granting agency and BART as though it was the grant recipient, and a copy of the grant agreement must be included with the pass-through agreement and incorporated into the pass-through agreement by reference. Among other provisions, the pass-through agreement will indicate that SUBGRANTEE will be required to submit any certifications identified by BART as being required by the grant agreement. The pass-through agreement will also describe in detail the invoicing procedures and supporting documentation required for reimbursement by BART. The draft pass-through agreement must be reviewed and approved by the following BART departments: Sponsoring Department, Grant Compliance Division, Risk Management, and the Office of the General Counsel.

The Project Manager will obtain from the SUBGRANTEE all applicable certifications and assurances required of BART by the granting agency. The certificates and assurances will be those specific to the grant as well as any annual certifications to the granting agency. The project manager will forward the certifications as required by the funding agreement and maintain copies of all certifications in file for three years following final reimbursement to BART under the grant agreement.

CAPITAL DEVELOPMENT DEPARTMENT: The Grant Compliance Division of the Capital Development Department (Grant Compliance) will provide independent monitoring/control and must be copied on all communications with the SUBGRANTEE. Additionally, Grant Compliance must sign off on any transactions

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involving grant-related activities including, but not limited to, project scope, schedule changes, payments, proposed budget modifications, and notices of non-compliance.

COMMUNICATIONS: Continuous communication will be maintained between BART and the SUBGRANTEE. The methods of communication may include letters, e-mails, meetings, site visits, and audits/inspections. Any substantive communications by phone or in person, including but not limited to communications regarding grant compliance, should be memorialized in writing. Progress on project and compliance oversight will be monitored through SUBGRANTEE Quarterly Project Status Reports (QPR), BART site visits, project schedule updates, reimbursement requests, and various SUBGRANTEE document submittals to BART such as plans and specifications, procurement documents, financial reports (single audit, general ledger, etc.).

REIMBURSEMENT: Reimbursement requests from the SUBGRANTEE will be processed in accordance with the provisions of the pass-through agreement. Reimbursement requests received by BART will use the following sign-off routing sequence unless otherwise determined: agreement manager, project manager if applicable, Grant Compliance, and Accounts Payable.

NON-COMPLIANCE: Compliance shall be tracked by utilization of the Compliance Checklist attached hereto as Exhibit A and incorporated herein by this reference. Issues of non-compliance with the provisions of the grant or pass-through agreements will be resolved as follows:

The Project Manager will notify the SUBGRANTEE in writing of the non-compliant item(s) and propose a resolution. Following correspondence and/or meetings as the agreement manager and the SUBGRANTEE deem appropriate, corrections will be made by the SUBGRANTEE if agreement is reached. Correction of non-compliant items will be documented and will appear in the next publication or status report.

If the Project Manager and the SUBGRANTEE cannot reach an agreement regarding the non-compliant item(s), the agreement manager, together with Grant Compliance and other BART staff, will determine the appropriate course of action and will notify the SUBGRANTEE of its determination.

PROJECT CLOSEOUT: The Project Manager will provide coordination and verification that all responsibilities and work by the SUBGRANTEE are completed. Copies of the associated financial records that are closed will be provided to Grant Compliance. Closeout begins immediately after all work activities under the grant are completed and all closeout documentation must be submitted within the following 90 days. The SUBGRANTEE must initiate closeout of a grant through BART when all approved activities are completed and applicable grant funds expended. This requires a letter notifying BART that the grant is ready for closeout. In order to expedite grant closeout, the following should be submitted: a final Financial Status Report (SF-269A) if applicable; a final budget revision reflecting actual project costs by scope and activity; a copy of the Single Audit Report (A-133); a final narrative milestone/progress report including a discussion of each activity line item contained in the final budget and list of equipment purchased under the grant; a request to de-obligate any unexpended balance of Federal funds; and any other reports required as part of the terms and conditions of the grant.

ATTACHMENT F: Compliance Checklist

The following compliance elements will be considered, and if determined to be not applicable (N/A) will be recorded as such. Some compliance elements may be satisfied with a single review, while others will require ongoing monitoring and/or new certifications with each contract or agreement proposed to be entered into between the SUBGRANTEE. When ongoing monitoring or continuing certification will be required, the initial sign-off indicates the responsible department's acknowledgement of its obligation under the grant.

For each pass-through agreement and resulting contract between SUBGRANTEE, a new checklist should be completed that identifies the pass-through agreement or contract being reviewed, and includes review of only applicable provisions in the checklist. For example, once the Insurance Department has reviewed the draft pass-through agreement and so noted its review under No. 1(a) of the checklist, its subsequent review of Certificate of Insurance for a specific SUBGRANTEE contract need not include a response to No. 1(a). In such instance, the reviewer would simply record "N/A" in No. 1(a).

1. Insurance

- (a) The Insurance Department reviewed the draft pass-through agreement with the SUBGRANTEE and determined that it includes appropriate provisions to protect BART's interests.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

- (b) The Insurance Department reviewed the executed Certificate of Insurance in the contract between the SUBGRANTEE and determined that it complies with the requirements of the contract and with applicable grant requirements.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

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2. Disadvantaged Business Enterprise (DBE)

- (a) The Office of Civil Rights will monitor the SUBGRANTEE'S DBE program as applied to grant-funded contracts as if BART managed the contracts. Deficiencies will be discussed with the SUBGRANTEE and reported to the agreement manager.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

- (b) The Office of Civil Rights reviewed the SUBGRANTEE'S applicable procurement documents for [insert name and number of contract or agreement] and determined that they include any DBE participation or language required by the grant.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

3. Accounting - General Accounting in coordination with Internal Audit reviewed the SUBGRANTEE'S accounting procedures and determined that the procedures follow Generally Accepted Accounting Principles (GAAP), determined that invoicing procedures and documentation meet BART's requirements, and that any FTA reporting requirements, including National Transit Database (NTD) reporting if applicable, are addressed.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

4. Grant Management/Budget - Grant Compliance will monitor and control the grant fund consistent with normal BART administrative practices. These actions include receipt and review of project quarterly updates for inclusion into the appropriate granting agencies reporting structure (e.g., FTA TEAM System). Project activities by the SUBGRANTEE potentially requiring a grant budget revision or amendment will be monitored and acted upon as required.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

5. Schedule – The project manager reviewed the overall project schedule and found it to be consistent with the projected completion dates and any milestones in the grant agreement. Additional review will be necessary if there are changes to the schedule.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

6. Procurement

- (a) The Procurement Department and/or the Internal Audit Department reviewed the procedures for awarding professional service, purchase, and construction agreements and found them to be reasonable and consistent with any applicable grant requirements.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

(b) Procurement – The Procurement Department and/or the Internal Audit Department reviewed the SUBGRANTEE’s applicable procurement solicitation documents for [insert name and number of contract or agreement] for compliance with grant requirements and BART standard provisions before they are advertised for bids or proposals.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

7. Design and Construction Agreement – As a condition of receiving any grant funds from BART, SUBGRANTEE shall have executed first a Design and Construction Agreement that covers, among other topics, SUBGRANTEE’s required reimbursement of BART staff time expended on SUBGRANTEE’S project, including but not limited to design review and review of construction. The Design and Construction Agreement will also include the proposed schedule for SUBGRANTEE’S submittal and BART’s review of SUBGRANTEE’S design and construction documents. The Design and Construction Agreement may not include schedules that are inconsistent with the milestones and completion dates set forth in the grant agreement, as may be amended from time to time.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

8. Safety – The System Safety Department and/or project manager reviewed the SUBGRANTEE’s construction plan and found it provides safety in accordance with BART operating safety procedures. BART staff (safety monitors/resident engineers) will make announced and unannounced visits to assure construction and BART safety operating procedures are followed as appropriate.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

9. Drug and Alcohol Program - The Human Resources Department reviewed the grant project scope to determine applicability of the FTA drug and alcohol program.

Reviewer

Print Name: _____

Signature: _____

Date: ___/___/___

ATTACHMENT G: Statement of Work Submitted to FTA

Project Title:



San Francisco Bay Area Rapid Transit District (BART)

Transit Career Ladders Training Program (TCLT)

"Introducing Transportation Careers To The Communities We Serve"

Contact Person:

Prem K. Bajaj

TCLT Project Manager (BART)

Address: 300 Lakeside Drive, Oakland California 94612

Email: pbajaj@bart.gov

Phone: 510-464-7532

Background:

This project is part of the 2015 Innovative Public Transportation Workforce Development program, directed by the Federal Transit Administration.

The proposed TCLT Program will serve as a significant resource to regional and national agencies in providing a training program design that introduces the workforce community to transit careers. In addition, the program's regional impact will target individuals throughout the SF Bay Area counties. The design presents an alignment of the workforce needs of transit hiring agencies having similar classifications with the activities of community workforce agencies and community colleges. On a regional and national level, this model can be

TCLT Program Pass-Through Agreement_Chabot Community College District_03.10.2016

utilized for a number of classifications including information technology, engineering, construction and administrative professions across transit organizations.

The project funding requested for the TCLT Program will help to support creation of three new and enhanced recruitment efforts for new transit entrants including:

1. Targeted outreach with the support of the Workforce Investment Board (WIB), One Stop Career Centers, community colleges and community based organizations.
2. Collaboration with local community colleges on training programs and career readiness
3. New pathways into transit careers

Project Summary:

The Transit Career Ladders Training (TCLT) Program is designed to meet the growing needs of the transit workforce by providing training access for traditionally under-represented individuals with the goal of developing streamlined pathways into transportation employment.

This will be done by establishing partnerships with such agencies as the local Workforce Investment Boards (WIB) and Bay Area Community Colleges. The model creates a direct line of communication and feedback between the educational institutions and the District with the goal of creating new avenues previously not available to external and internal applicants.

The program allows for a two-tiered pathway of opportunity to transit careers. The first pathway allows for technical training opportunities for employees in non-technical classifications and individuals from the community meeting the eligibility criteria. The second pathway includes temporary employment in backfilling non-technical positions as internal BART employees participate in the program.

Statement of Problem:

Transit agencies across the nation are facing issues of retirement, lack of trained personnel and an increase in technical requirements as the industry seeks to enhance efficiencies, modernize, and accommodate a growing population of riders.

Over the next 30 years, BART is engaged in an ambitious set of system extensions that will add over 40 miles of new passenger rail to its existing 104-mile system to support new rail cars arriving in 2017. In addition, there is a District wide effort toward control center modernization to support the 1,000 new rail cars, improve efficiencies to accommodate increasing ridership and station expansion (BART 2014 Report to Congress). Sustaining the agency through this growth, while meeting its future needs, requires a highly skilled workforce. For the purposes of this grant, the agency is focusing on the technical trades of Electrical and Electronic specialization for entry level maintenance worker classifications with an annual starting pay from \$59,475 to \$77,745.

There are three key workforce recruitment issues faced by BART in these classifications: high vacancy rates, gaps in technical knowledge and recognized limitations on promotions of current workers into the Electronic and Electrical areas. Based on evaluation of the existing workforce and the existing recruitment/selection process, the data shows the following:

Vacancy Rates that Limit Operations		Gaps in Applicant Technical Knowledge		Limitations in Internal Career Mobility	
Classification	Average Vacancy Rate	Classification	Selection Test Failure Rate	Classification	Percent of Internal Promotions
Transit Vehicle		Transit Vehicle		Transit Vehicle	
Electronic	8.4%	Electronic	94%	Electronic	0%
Technician		Technician		Technician	
Electrician	11.0%	Electrician	91%	Electrician	1%
Workforce Needs		Program Solutions			
Vacancy rates that limit operations	→	Expanded community based outreach	→	Electronic	0%
Gaps in Math and English	→	Academics Bridge Class	→	Technician	
Gaps in technical knowledge	→	Technical Training Program	→		
Limitations to career mobility	→	Proposed Transit Career Pathway	→		
Maintenance, troubleshooting and repair	→	Field Training Program (In Future Phased Plan)	→		

Geographic Location:

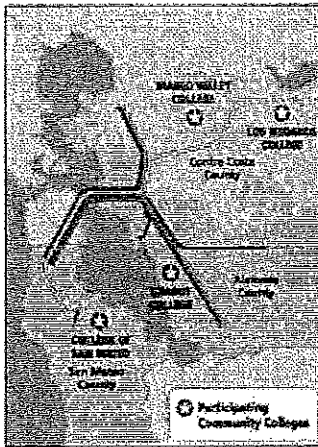
4/1/2016

The program geographic location, with target groups identified, includes three bay area counties: Contra Costa, San Mateo and Alameda Counties, in the San Francisco Bay Area. The four participating local community colleges are shown on the map below.

EMPHASIS AREAS

Our preliminary list of outreach locations includes:

- ✓ One Stop Career Locations/ East Bay Works
- ✓ Community colleges
- ✓ High Schools
- ✓ Employment Development Department locations
- ✓ Veterans Administration Offices
- ✓ Youth Development Organizations
- ✓ BART Stations -identified low income areas



TARGET GROUPS

18 of age or older, Receives public assistance funds, Meets Lower Income Level Guidelines,
 Documented, Veteran or Spouse of Veteran, Resides in identified low income areas, Gender-Woman,
 Resides in high unemployment area and Minorities

Strategic External Partners:

Workforce Investment Boards (WIBs) work to build a better workforce by linking employers, job seekers and youth to education, training and employment related programs and services the Workforce Investment Act

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(WIA) (soon to transition to the Workforce Innovation and Opportunity Act). Alameda County WIB, Contra Costa Workforce Development Board, Richmond WIB, Oakland WIB and San Mateo WIB together oversee a network of locations which provide services to adults, dislocated workers and youth (up to 21 years old). The WIBs and their affiliated One-Stop Career Centers and youth providers will assist with outreach and recruitment, screening and assessments for the training program and the temporary BART positions, as well as case management to WIA enrolled participants in the program.

Bay Area Community Colleges are serving in the capacity of the educational institution network. Colleges that have committed to join this effort: Diablo Valley Community College, Los Medanos Community College, Chabot Community College, San Mateo County Community College District, and may include other community colleges that meet the programs' criteria. The Community College Electrical and Electronic Training programs present an opportunity for participants to gain that competitive edge as they enter the transit workforce market. The community colleges will provide three full semesters of technical training for classes. The contributing activities and areas of responsibilities include complete coordination of Placement Testing, Academic Bridge Program and the Technical Training Program through the help of College Site Coordinators

Scope of Work

The TCLT program is expected to last twenty-three (23) months from outreach to completion and certification of the technical training classes. It will consist of participants identified through outreach efforts who will attend the SF Bay Area local colleges in electronics and electrical technical training classes. The technical training program is projected to last three semesters totaling 25-30 units or 8-9 units per semester depending on the college calendar schedule.

Task 1: OUTREACH/CANDIDATE INTAKE (Month 1-3) \$117,147

The Outreach will include advertisement, informational sessions, basic screening and initiation of case management. Advertisement in SF Bay Area counties to include: One Stop Career centers, Local High School

TCLT Program Pass-Through Agreement_Chabot Community College District_03.10.2016

Academies, Community Partners, Community College Students and BART employees. Outreach will also include a partnership with the colleges and Workforce Investment Boards (WIB) to create informational session, attendance of job fairs, as well as traditional advertising posting on the District's websites and other agency websites.

The coordinators will then process the candidates through the Candidate Intake which will include initial screening, informational sessions, identification of transit entrants and placement testing. Work with colleges and WIB agencies to screen and select individuals that need to incorporate the basic skill training or move directly to the technical training phase of the program. This area will encompass basic skill testing and identify technical criteria, in are areas of electricity, electronics, and/or mechanical, needed to be successful in the technical training programs.

Task 2: ACADEMIC BRIDGE and TECHNICAL TRAINING (Months 4-22) \$1,352,627

The Academic Bridge will provide an accelerated program for intervention through a six week program. Participation in this program will be based on placement level attained. This bridge phase will include basic Math and English support along with academic counseling and introductory instruction on the electronic and electrical fields to provide: Basic Math, Basic English, Introduction to electricity, Electronic and mechanical technical training and Study Tips, in preparation of the next steps of technical skills training courses.

The longest phase of the program is the Technical Training which will provide orientation, registration, enrollment and completion of the electronic or electrical training program hosted by local community colleges. Provide additional in depth technical training in the areas of electrical, electricity, and mechanical areas of transportation. Students who pass this training program will possess the technical knowledge and skills needed for jobs in transportation.

Task 3: COMPLETION & ASSESSMENT (Months 22-23) \$30,227

The last task incorporates an Assessment for data gathering and reporting of outcomes, program review and compilation of the FTA Final Report. The details of the contents of the Final Report are described under the section heading below called "Reporting Plan".

Period of Performance:

The program schedule is expected to last twenty-three (23) months and will include five (5) phases from March 2016 to January 2018. The FTA Final Report will be submitted within 60 calendar days of program completion. In addition to the described TCLT program, there is an additional planned phase to incorporate Field Training not included as part of this grant funding for implementation at a future date.

Reporting Plan

Report Submittal Date	Contents
Quarterly (July 30, October 30 and January 31, April 30)	Tracking number of participants through each phase.
Final Report Within 60 days of Program Completion	To include all quantitative and qualitative data measures: <ul style="list-style-type: none"> ✓ Project description and program applicability ✓ Geographic impact and participant demographic profile ✓ Summary of participant tracking including skill assessment ✓ Participant exit interviews ✓ Summary of feedback from participating strategic partners ✓ Identification of participants eligible for the Field Training Program ✓ Local/Regional or National Program Applicability ✓ Copies of outreach material, flyers and brochures ✓ Lessons Learned: Bridge Program, Technical Training, Program Enhancement Opportunities



San Francisco Bay Area Rapid Transit District (BART)

Transit Career Ladders Training Program

Period of Performance		Month																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
Task	Deliverable																								
1	Outreach																								
	Candidate Intake																								
2	Academic Bridge																								
	Technical Training																								
3	Assessment																								

Cost/Budget Information:

LINE ITEM BUDGET

Expense Item	FTA Amount	Total Amount (Including Cost Sharing)
Facilities	\$62,000	\$124,000
Printing Materials/ Supplies/ Books	\$92,000	\$184,000
Staff / Teaching	\$596,000	\$1,192,000
Total	\$750,000	\$1,500,000

TASK SPENDING PLAN

Task	Description	FTA Amount	Cost Share	Total Amount
1	Outreach and Candidate Intake	\$58,573	\$58,573	\$117,147
2	Academic Bridge and Technical Training	\$676,313	\$676,313	\$1,352,627
3	Assessment	\$15,113	\$15,113	\$30,227
	Total	\$750,000	\$750,000	\$1,500,000

Performance Measures:

Goal: National or Regional Applicability/Community Based Outreach

- Deliverable: Provide a model for application and use across multiple classifications
- Deliverable: Provide a list of locations demonstrating regional outreach model
- Deliverable: Provide outreach to prospective candidates

Goal: Academics Bridge Class / Technical Training Program

- Deliverable: Provide basic Math and English
- Deliverable: Provide Technical Training Program Enrollment for individuals from the community and employees in non-technical classifications
- Deliverable: Orientation Sessions

Goal: Expanded Opportunity for Non-Technical Careers

- Deliverable: Provide temporary part time paid positions to backfill current workers participating in the program at either the technical phase or a later planned phase of field training

Project Management:

The approach for managing and staffing of the Transit Career Ladders Training Program will include appointment of a BART Project Manager to oversee and manage all aspects of further development, implementation and evaluation. Staff holding project accountability roles include:

Project Manager (BART) - Prem K. Bajaj, MPA, and SPHR - The BART Project Manager will be a newly assigned role directly engaged in this programs initiative at a Part-Time capacity outside of the normal staffing of the HR department. The position will be responsible for: managing and administering the project, administering the work of site coordinators at each college and each One Stop Career location, advising and developing recommendations to coordinators and their representatives, interacting with internal and external parties in the outreach and implementation of the project, review and analyze reports submitted, completing quarterly cost analysis and progress summaries and submitting the FTA Final Report.

College Site Coordinators - The College Site Coordinators will work at a part-time capacity, approximately 20 hours per week reporting to the BART Project Manager, with the responsibility for outreach and recruitment

of students; manage participant application process for programs; manage participant intake process for the placement test; plan for and facilitate logistics for summer bridge program; case management of students; communicate regularly with all faculty regarding student performance; facilitate college logistics for enrollment and registration; regularly report progress to BART Project Manager and coordinate with WIB staff to assist them in meeting requirements and final graduation ceremonies.

One Stop Site Coordinator - The One Stop Site Coordinator will work Full-Time from March through September and will report to the BART Project Manager with the responsibility of outreach and recruitment of participants; regularly reporting progress to BART Project Manager and coordinating with College Site Coordinators staff assisting them in meeting requirements and sustaining enrollment; communication with Case Managers for WIA enrolled students; assistance with recruitment for temporary positions. Case management will be provided to WIA enrolled participants through the One Stop Centers throughout the Technical Training Phase.

Project Staff: (At time of grant application, may be updated)

Organization	Last Name	First Name	Title	Area of Expertise	Phone	Email
Bay Area Rapid Transit District (BART)	Picard	Allison	Assistant General Manager	Oversees Employee Relations Department Including all HR and Labor Relations Areas	510-464-6231	apicard@bart.gov
	McElroy	Patrice	Human Resource Program Manager	Staffing, Compensation, Performance and Learning	510-464-6885	pmcelro@bart.gov
	Bajaj	Prem	Principal Personnel Analyst	Staffing, Compensation, Performance and Learning	510-464-7532	pbajaj@bart.gov
	Tanner	Michael	BART-Grants Development	Grants Development	510-464-6433	mtanner@bart.gov
Workforce Investment Board	Bailey	John R	Executive Director	Workforce Investment Board	510-238-3141	jbailey@oaklandnet.gov
Bay Area Community Colleges	Martin	Mark	Regional Director (DSN), Bay Area	Advanced Manufacturing Workforce Development, Advisor to BART on Bay Area Community Colleges	650-248-7728	markmartin@design4x.com
Los Medanos College	Nasworthy	Cecil	Department Chair	Electronic and Electrical Technology Professor	925-473-7727	cnasworthy@losmedanos.edu
San Mateo County Community College District	Gonzalez	Steven	Department Chair	Electronic and Electrical Technology Professor	650-574-6238	gonzales@smccd.edu
Diablo Valley College	Henry	John	Lead Faculty	Electronic and Electrical Technology Professor	925-969-2377	jwhenry@divc.edu
Chabot-Las Positas Community College District	Wayne	Philips	Department Chair	Electronic and Electrical Technology Professor	510-723-7476	WPhillips@chabotcollege.edu

References:

BART 2014 Report to Congress. (n.d.). *BART 2014 Report to Congress*. www.bart.gov/abouts/reports,

BART's Big 3 Priorities. BART 2014 Report to Congress. Source:.

BART Title VI-2011 Triennial Update, C. R. (n.d.). *Civil Rights Program*.

US Bureau of Labor, U. B., & Statistics, U. B. (n.d.). www.bls.gov, *U.S. Bureau of Labor Statistics*. Source:;

US Department of Labor Study, " a. (n.d.).

www.bart.gov, B. a. (n.d.).

www.bayareacensus.ca.gov/bayarea.htm, S. B. (n.d.).

NOTES:

-Please note that the Field Training phase is not included in the request for grant funding is in the planning and development process.

-Participating colleges and WIB's may be adjusted due to program needs.

