GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION

8800 Grossmont College Drive, El Cajon, CA 92020

SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Subcontract") is made and entered into this 20th day of January, 2015 by and between the Grossmont-Cuyamaca Community College District ("District") on behalf of its sponsored program Proposition 39 Clean Energy, and Palo Verde College, ("Subcontractor"), collectively "Parties."

WHEREAS, the District has received funding from the California Community College Chancellor's Office ("Granting Agency") for the purpose of performing work for the project entitled Proposition 39 Program Improvement Funding and funded under the Proposition 39 Clean Energy Grant ("Grant"); and

WHEREAS, the District has been designated as the Fiscal Agent for the Proposition 39 Program Improvement Funding for the San Diego and Desert Region and is responsible for allocation and distributing funds to each community college within the region who is participating in energy related instructional programs.

WHEREAS, the District has authorized the Grossmont-Cuyamaca Community College District Auxiliary Organization ("Auxiliary') to enter into a subcontract for the performance of its responsibilities under the Grant; and

WHEREAS, Subcontractor has expressed a willingness to perform the work described herein, and is specifically qualified and equipped to perform the work and/or services herein described in the manner contemplated herein; and

NOW THEREFORE, in consideration of the promises contained in the Subcontract, the parties agree as follows:

1. PROJECT WORKPLAN. Subcontractor agrees to provide the necessary personnel, services, equipment and facilities to conduct the work as described in Exhibit A, Program Improvement Funds Application ("Work") which is attached hereto and incorporated by reference in this Subcontract. Palo Verde College agrees that funds will be used for approved equipment, curriculum development, professional development, and other related costs necessary to develop, enhance, retool and expand quality energy efficiency or support programs as described in the Program Improvement Funds Application documents submitted by Palo Verde College. Palo Verde College will also ensure its compliance with the California Community College Chancellor's Office procurement processes and all requirements are met, and keep accurate accounting records. As needed, the Work can be amended and modified to adjust the use of funds, with written agreement between the Parties. Palo Verde College may not begin specified work without a fully-executed Subcontract.

2. TERM. Subcontract shall commence on January 20, 2015, and shall terminate on June 30, 2015, unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.

3. COMPENSATION. Auxiliary shall disburse funds to the Subcontractor the sum not to exceed $11,130 for the performance of the Work set forth in this Subcontract after delivery and acceptance by the Auxiliary.

Funding for this project is provided by the Granting Agency. The Auxiliary's obligation to pay the Subcontractor is conditioned upon receipt of funding from the Granting Agency and upon the Subcontractor's compliance with the terms and conditions of this Subcontract. Subcontractor acknowledges that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

4. DELIVERABLES. Palo Verde College will work directly with the Proposition 39 grant staff to ensure all students in applicable (funded) courses will be registered in CalJobs, will fulfil expected outcomes identified in Barstow's attached application (Exhibit A), and collect student and faculty data as needed to accurately complete reporting.

5. PAYMENT. Total payment to Palo Verde College will not exceed $11,130 over the term of this Agreement. Palo Verde College will invoice the Auxiliary after they have fully expended their program improvement funding allocation. Payment is contingent upon satisfactory performance as evidenced by a final report of program improvement expenditures and activities, including appropriate support documents, and submitting the Auxiliary approved invoice. In full consideration for services satisfactorily performed by Palo Verde College, the Auxiliary agrees to pay the Subcontractor the amount stipulated herein.

6. FINAL REPORT. After expending their program improvement funding allocation, Palo Verde College will submit a final report which details how the funds were utilized and the outcomes and impacts of the expenditures, including appropriate support documents, and submit the Auxiliary approved invoice no later than June 22, 2015. Reporting will follow a format in compliance by the California Community Colleges Chancellor's Office Economic and Workforce Development Division reporting requirements.

7. AUDIT. Palo Verde College agrees that the Auxiliary, or its designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Subcontract. Palo Verde College agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period for records retention is stipulated. Palo Verde College agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employee who might reasonably have information related to such records. Palo Verde College agrees to include a similar right to the California Community College Chancellor's Office, the Bureau of State Audits, or any other appropriate state or federal oversight agency or their designated representative(s) to audit records and interview staff.

8. TRAVEL. For travel necessary to the performance of this Subcontract, Palo Verde College travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by Palo Verde College's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Subcontract.

9. TERMINATION.

A. If Granting Agency terminates the Grant in whole or in part for any reason, the Auxiliary may terminate this Subcontract to the same extent, effective upon written notice. The conditions of termination, including allowability of close-down costs and costs for pre-existing obligation, shall be the same conditions as the conditions imposed upon the Auxiliary by Granting Agency.

B. Either party may at its option terminate this Subcontract at any time upon giving (30) days advance written notice of termination to the other party. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Auxiliary shall pay Subcontractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Subcontractor have been avoided, but not in excess of the maximum payable under this Subcontract as specified in the Compensation section.

Notice of termination shall be sent in accordance with the Notices section of this Subcontract. Upon receipt or issue by Subcontractor of a written termination notice, Subcontractor shall cancel all outstanding obligations under this Subcontract. Work shall stop, and Subcontractor shall not incur new obligations after the effective date of the termination.

10. INDEPENDENT CONTRACTOR. The Subcontractor, and the agents and employees of Subcontractor in the performance of this Subcontract, shall act in an independent capacity and not as officers or employee or agents of the Auxiliary.

11. AMENDMENTS. This Subcontract may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this Subcontract which are mutually agreed upon by and between the parties to this Subcontract shall be incorporated by written instrument, signed and dated by both parties.

12. ASSIGNMENT. The Subcontractor may not assign, transfer or subcontract any part of this Subcontract, any interest herein or claims hereunder, without the prior, written approval of the Auxiliary.

13. INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless Auxiliary, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Subcontractor, its agents or employees, in the performance of this Subcontract. This indemnification provision shall survive termination of the Subcontract and remain in effect.

14. INSURANCE. Subcontractor shall carry general liability insurance and comprehensive general and wrongful acts coverage with limits of no less than $1,000,000 per occurrence. Said general liability insurance policy shall carry an endorsement naming the GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION, its officers, board members, agents, employees, and volunteers as additional insured. Subcontractor shall carry workers' compensation insurance covering its employees assigned implement services under this Subcontract.

15. NOTICES. All notices required by this Subcontract shall be by written instruments and shall be sent certified mail properly addressed, postage fully prepaid to the following individuals:

Notice to the Auxiliary:

Director of Administrative Services
GCCCD Auxiliary Organization
8800 Grossmont College Drive
El Cajon, CA 92020-1799

Notice to Subcontractor:

Palo Verde College
One College Drive
Blythe, CA 92225

16. TERMS AND CONDITIONS. The parties to this Subcontract acknowledges that they have read and understood this Subcontract completely, and willfully comply with all terms and conditions of this Subcontract set forth herein.

IN WITNESS WHEREOF, the parties to this Subcontract have executed this Subcontract by their duly authorized representatives on the dates of their signatures.

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION

By: Ssuter
(Signature of authorized official)

Name: Sara Suter

Title: Director of Administrative Services

Date: 1/30/15

PALO VERDE COLLEGE

By: Sean C Hancock

Name: Sean C. Hancock

Title: VP of Instruction and Student Serv

Date: 2/19/15

EXHIBIT A
Program Improvement Funds Application

Prop 39 Region F Colleges
Cuyamaca College, FISCAL AGENT
Jon Caffery, Project Director

Program Improvement Funds Application

Palo Verde College - Narrative

II. Need Statement:

There is currently a growing demand for highly skilled, job ready clean energy professionals in commercial and industrial building construction, retrofitting, maintenance and repair trades. California Assembly Bill 32 and Title 24 are two of the many regulatory guidelines and pressures employers face today for meeting new building design and building modification standards. The demand for skilled labor in the energy efficiency, installation, maintenance and repair trades continues to increase. Many students need a more comprehensive Math background to work in these industries. Currently, our region has few Title 24 related programs connected to community colleges that offer a Certificates of Achievement or Degree programs. Most of the programs being offered are stand-alone program models that do not transfer to a 4-year degree institution. These graduates need on-the-job training to complement their college education in order to obtain and retain employment. Prop 39 funds allow colleges in the region to develop clean energy workforce training programs that articulate with one another and offer targeted employment opportunities. By funding this initiative, it will result in a new pipeline of clean energy career professionals that can secure good paying jobs.

III. How Identified Activities Will Meet the Need:

1) Procuring new energy-efficiency equipment, tools, lab trainers and software will give each of the programs the resources to train in the latest technologies and apply those skills directly at the job site. In the constantly evolving field of clean energy, and energy efficient designs and construction we are always trying to upgrade and modernize our training equipment to prepare the workforce for jobs today and the careers of tomorrow.

IV. Outcomes Expected:

1) Curriculums developed to the standard of being credit worthy in a College academic environment, including full faculty review and submission to the Chancellor's Office.

2) Justify and procure small, medium, large lab equipment, hand tools, software for stations.

3) Regional collaboration with colleges that have existing energy-efficiency programs.

4) Cal Jobs database of certificate completers and job seekers.

PROP. 39 PROJECT WORKPLAN

Project Performance Period:	2014-2015						
Name of Program:	Welding Technologies				District:	Inland Empire/Desert	
TOP Code:					College:	Palo Verde College	
Third Party Certificate:	956.5					Chancellors Office Use Only	
Other TOP Code:						Date Received	
Other Third Party Certificate:			Approved:			Changes Requested	
			Approved:			Date Approved	
Activity	Description	Activity Date	Obj. #	MP #	LI #	Responsible Persons	Amount Requested
Enroll all energy related pathway students in EDD's CalJobs System and collect data via the Lauchboard	Have the dedicated Career Counselor enroll students in the CalJobs system and upload data as needed	Begin Feb. 27, 2015 (Ongoing)	Obj. #8	MP 17	LI 1	Maria Lopez PVC Career Counselor maria.lopez@paloverde.edu, (760) 921-5534	$0.00
Purchase Welding equipment	Purchase more energy efficient welding equipment and technologies to support the goals of the grant.	March-15	Obj. #10	MP 17	LI 1	Joe Boire, PVC Welding Technologies instructor, joe.boire@paloverde.edu, (760) 921-5517	$11,130.00
						Total Requested	$11,130.00

PROP. 39 BUDGET WORKSHEET

Project Performance Period:	2014-2015	District:	Inland Empire/Desert
College:	Palo Verde College		
Name of Program:			

Enter data in light blue boxes only. Round to whole dollars.

Revenues & Financing Sources	Object	Current Year
Current Year Revenue	8629	11,130
Other Financing Sources		-
Total Revenue & Financing Sources		$ 11,130
Budgeted Position Costs1	1XXX	
11XX Academic Salaries & Stipends		
Instructional Regular (Stipends)	1110	-
Instructional Substitutes	1160	-
TEA Contracts	1190	-
12XX Non-Instructional Salaries & Stipends		
Supervisor/Administrator	1217	-
Non-Instructional TEA's	1290	-
13XX Adjunct Salaries & Stipends		
Adjunct Salaries	1330	-
Adjunct Office Hours	1335	-
Subs for Adjunct	1360	-
TEA Contracts	1390	-
Total Academic Salaries		$ -
Non-Academic Salaries		
Budgeted Position Costs1	2XXX	
Full-Time Classified Regular	2110	-
Non-Instr. Reg Status FT	2110	-
Project Director Clssfd Mgr (90% sal 12 mths)	2117	-
Classified TEA Contracts	2190	-
Instructional Aids	2220	-
Student Workers	2301	-
Tutoring	2304	-
Overtime	2340	-
Total Non-Academic Salaries		$ -
Employee Benefits		
Budgeted Position Costs1	3XXX	
Academic Statutory Benefits (Estimated)[2]		-
Non-Academic Statutory Benefits (Estimated)[2]		-
Total Estimated Benefits	3420	$ -
Total Estimated Salaries & Benefits		$ -
Supplies & Materials	4XXX	
Books	4200	-
Instructional Supplies	4300	-
Non-Instructional Supplies	4500	-
Copying & Printing	4555	-
Food	4700	-
Total Supplies & Materials		$ -
Other Operating Expenses and Services	5XXX	
Postage	5045	-
Travel/Mileage	5210	-
Conferences	5220	-
Dues & Memberships	5300	-
Insurance	5400	-
Utilities	5500	-
Service Contracts & Equipment Repairs	5620	-
Workshop/Lab/Office (Lease $$$/mth for 6 mths)	5630	-
Other Professional Services	5800	-
Total Other Operating Expenses and Services		$ -
Capital Expenditures	6XXX	
Equipment	6400	11,130
		-
		-
		-
Total Capital Expenditures		$ 11,130
Total Direct Costs		
Other Expenditures	7XXX	
Indirect Charges	7300	-
		-
Total Indirect Charges		$ -
Total Direct & Indirect Charges		
Net Difference (Must Equal Zero)		$ -

BUDGET DETAILS

Capital Outlay - List type and costs:
6400 Equipment with a purchase price of at least $500 and a useful life of more than one year.

Welding Equipment=$11,130