

SOUTH CENTRAL COAST REGIONAL CONSORTIUM  
MASTER AGREEMENT – STRONG WORKFORCE PROGRAM  
BETWEEN  
SANTA BARBARA COMMUNITY COLLEGE DISTRICT  
AND  
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT  
SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

February 1, 2017 – June 30, 2020

This Master Agreement (“Agreement”), entered into February 1, 2017 between Santa Barbara Community College District, hereinafter referred to as “District,” whose address is 721 Cliff Drive, Santa Barbara, CA 93109, and Allan Hancock Joint Community College District, Antelope Valley Community College District, San Luis Obispo County Community College District, Santa Clarita Community College District, and Ventura County Community College District (collectively “Sub-Grantees” and individually “Sub-Grantee”). District and Sub-Grantees are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program Agreement between District and the California Community Colleges, Chancellor’s Office and is effective to cover activities beginning February 1, 2017 and ending June 30, 2020.

RECITALS

WHEREAS, the District has been designated as the Fiscal Agent for the Strong Workforce Program for the South Central Coast region and is responsible for distributing funds to each community college district within the region, following certification by the Regional Consortium that the courses and programs submitted for funding meet the established criteria.

WHEREAS, the Strong Workforce Program Budget Trailer Bill Language and Chancellor’s Office Guidance Memos are attached to this Agreement as references.

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

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

1. PARTICIPATION AGREEMENT

Sub-Grantees shall submit proposals via an online application to the Regional Consortium. The Regional Consortium will evaluate proposals using a rubric and its steering committee will make recommendations for funding. District will develop Participation Agreements for each approved

proposal (sample Participation Agreement is attached hereto as Exhibit A). District will delegate authority to Superintendent/President or designee to execute Participation Agreements.

Sub-Grantees shall perform the Scope of Work as approved by the Regional Consortium and agreed upon by each individual Sub-Grantee that will be detailed using individually executed Participation Agreements. Such Participation Agreements shall fully detail the Scope of Work between Parties. As needed, the Scope of Work can be amended and modified based on written approval by the Parties. Sub-Grantee should not begin specified work without a fully-executed Participation Agreement. By signing this Master Agreement, District and Sub-Grantees agree that Participation Agreements signed by the Sub-Grantee's authorized Representative assigned to complete the Scope of Work will be binding under this Master Agreement without further action by the Parties. Products, results and measurable outcomes shall be provided in a written report as detailed in each Participation Agreement and must be in accordance with Strong Workforce metrics.

## 2. TERM OF AGREEMENT

Effective Date of Agreement: February 1, 2017

Expiration Date of Agreement: June 30, 2020 .

## 3. COMPLIANCE WITH STRONG WORKFORCE PROGRAM/REGIONAL CONSORTIUM GUIDELINES

- A. Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices.
- B. Products, results, and measureable outcomes shall be provided as detailed in each Participation Agreement.
- C. Any document or written report prepared in whole or in part by Sub-Grantees shall reference the Strong Workforce Program.
- D. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- E. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

## 4. PARTICIPATION AGREEMENT PAYMENTS AND INVOICING

Allocations from District to Sub-Grantee will be specified in the Participation Agreement, and will be utilized in accordance with the terms and conditions of both this Master Agreement and the pertinent Participation Agreement. These sums are subject to reduction by the District should the District experience a reduction in funding from the Chancellor's Office. District reserves the right to adjust the scope of work and funding accordingly, up to and including the end of all activities under this Agreement and any Participation Agreement.

District shall make payments to Sub-Grantee in advance based on approved proposal for the performance of work up to the amount listed in the Participation Agreement. These payments will be made upon submission of an invoice to the District with supporting documentation attached. Sub-

Grantee shall receive funding in the amount listed on the Participation Agreement within thirty (30) days of District's receipt of a fully-executed Participation Agreement and invoice.

5. SUBCONTRACTS

- A. In any event, if the Sub-Grantee wishes to enter into a subcontract agreement for performance of any part of the activities listed in the Participation Agreement, Sub-Grantee shall disclose the intended purpose and amount of the subcontracting to the District and identify the proposed subcontractor.
- B. Sub-Grantee agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Sub-Grantee. Sub-Grantee's obligation to pay its subcontractors is independent from the obligation of the District to make payments to Sub-Grantee. As a result, the District shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

6. REPORTING

Upon completion of projects listed in the respective Participation Agreements, Sub-Grantee must retain fiscal documentation that sufficiently documents expenditures. Sub-Grantee is responsible for all Strong Workforce Program reporting to the District. District is responsible for all for all Strong Workforce Program reporting to the Chancellor's Office.

7. RECORDS AND AUDITS

- A. Sub-Grantees must maintain records regarding the use of Program funds, and progress made toward objectives and/or performance under the applicable Participation Agreement.
- B. Sub-Grantees agree that the District, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Sub-Grantees agree to maintain such records for possible audit for a minimum of five (5) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Sub-Grantees agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Sub-Grantees agree to include a similar right of the District, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.
  - 1. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later.
  - 2. All records must be retained throughout the project. The five (5) year period of retention starts on the last day of the performance period stipulated in the Participation Agreement.

## 8. TERMINATION

- A. **Without Cause.** A Party may suspend or terminate this Agreement or any Participation Agreement upon thirty (30) days advance written notice to the other Party or Parties prior to the requested termination date. Termination of any Agreement, however, will not invalidate commitments or obligations entered into on a Participation Agreement prior to the date of termination that cannot be cancelled.
- B. **With Cause.** Each Party may terminate this Agreement upon any other Party's material breach of any provisions of this Agreement. A Party intending to terminate this Agreement pursuant to this subsection shall provide the breaching Party with written notice at least 30 days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching Party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching party shall agree in writing to an extension of the Cure Period before the expiration of the Cure period. Upon expiration of the Cure Period, and if the breaching party has not cured the breach and provided written notice of such cure to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure period without any further notice by the Parties. Termination of this Agreement, however, will not invalidate commitments or obligations entered into on a Participation Agreement prior to the date of termination that cannot be cancelled.
- C. In the event of termination, District shall compensate Sub-Grantee(s) to the date of termination for work provided as listed on the Participation Agreement.

## 9. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

## 10. DISPUTES

All claims, disputes, and other matters in question between the District and Sub-Grantees arising out of or relating to this Agreement or any breach shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located in Santa Barbara, California. Should it be necessary for a Party to initiate legal proceedings to resolve a dispute arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney fees, incurred in such proceedings. Notwithstanding that fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any monies to Sub-Grantee, or otherwise, Sub-Grantee agrees that it will not directly or indirectly stop or delay the work directed by District, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the

determination of such dispute or controversy, regardless of whether such dispute, controversy or question is or may be subject to litigation or other form of dispute resolution.

#### 11. INDEMNIFICATION

Sub-Grantee(s) agrees to defend, hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligence or willful misconduct by Sub-Grantee(s), of its duties and responsibilities under this Agreement, unless the performance or nonperformance occurred at the direction of or was caused by the District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to defend, hold harmless and indemnify Sub-Grantee(s), their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligence or willful misconduct by District, of its duties and responsibilities under this Agreement, unless the performance or nonperformance occurred at the direction of or was caused by Sub-Grantee(s). This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

#### 12. INSURANCE

Sub-Grantee(s) agree to maintain, during the performance of the Scope of Work under their Participation Agreement, through a combination of self-insurance, insurance, and liability coverages from a Joint Powers Agreement, and for a period of not less than one (1) year following the expiration of this Agreement, at its sole expense, the following insurance coverages: (i) Commercial General Liability insurance naming District as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (ii) Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Automobile Liability insurance with combined single limit of One Million Dollars (\$1,000,000) per accident; (iv) Workers' Compensation insurance as required by law; and (v) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

Upon request of the District, Sub-Grantees shall deliver Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection, including the satisfactory character of any insurer, including a Best's rating of not less than A-VII and an admitted carrier in the State of California. Certificates of Insurance and Additional Insured Endorsements must be returned with the signed Agreement or no later than thirty (30) days prior to the effective date of this Agreement. If requested by the District, a certified copy of the actual policies with appropriate Endorsements and other documents shall be provided to the District.

All policies required by this Agreement shall provide that the District shall be given thirty (30) days notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.

13. FEDERAL, STATE AND LOCAL TAXES

Except as may be otherwise specifically provided in this Agreement or any Participation Agreement, the Sub-Grantee price includes all applicable Federal, State and local taxes and duties, and, therefore, Sub-Grantee shall be responsible for paying all such costs.

14. INDEPENDENT CONTRACTOR

Sub-Grantee, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Sub-Grantee understands and agrees that they and all of their employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Sub-Grantee assumes the full responsibility for their acts and/or liabilities including those of their employees or agents as they relate to the services provided under this Agreement. Sub-Grantee shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Sub-Grantee and Sub-Grantee's employees. The District will not withhold taxes, unemployment insurance or social security for Sub-Grantee or Sub-Grantee's employees or independent subcontractors. Sub-Grantee agrees to indemnify and hold District harmless from and against any and all liability arising from any failure of Sub-Grantee to withhold or pay any applicable tax, unemployment insurance or social security when due.

15. PARTICIPATION IN CATEGORICALLY-FUNDED ACTIVITIES

- A. During the performance of this Agreement, Sub-Grantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.
- B. Programs funded by this Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for, students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors.

16. DISCRIMINATION

- A. During the performance of this Strong Workforce Program Master Agreement, Sub-Grantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. Sub-Grantees shall insure that the evaluation

and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- B. Sub-Grantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Sub-Grantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, sections 59300 et seq.)

#### 17. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

- A. By signing this Agreement, Sub-Grantee assures District that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- B. Sub-Grantee shall, upon request by any person, make any materials produced with funds under this agreement available in Braille, large print, electronic text, or other appropriate alternate format. Sub-Grantee has in place or shall establish policies and procedures to respond to such requests in a timely manner.
- C. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Sub-Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- D. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines as developed by the California Community Colleges, Chancellor's Office.
- E. Sub-Grantee shall respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- F. Sub-Grantee shall indemnify, defend, and hold harmless District and the California Community Colleges, Chancellor's Office, as well as their officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

#### 18. INTELLECTUAL PROPERTY

- A. Any work product resulting from this Agreement falls under the California Community Colleges, Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.
- B. Any and all services rendered and documents or other materials, inventions, procedures, processes, machines, manufactures, or compositions of matter, copyright, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement shall be and are

Work for Hire. All rights, title and interest in and to the Work first developed under this Agreement or any other subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.

- C. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the symbol © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created, and the words "California Community Colleges, Chancellor's Office." All patents for inventions, processes, machines, manufactures, or compositions of matter developed, or trademarks or servicemarks obtained pursuant to this Agreement, shall be issued to the "California Community Colleges, Chancellor's Office." Sub-Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright, trademark, patent, etc.
- D. All technical communications and records originated or first prepared by the Sub-Grantee or its subSub-Grantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Sub-Grantee's administrative communications and records relating to this Agreement, shall be made available upon request of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- E. In connection with any license granted pursuant to the preceding paragraphs, Sub-Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license, Sub-Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

#### 19. DEBARMENT AND SUSPENSION

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



3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B(2) above;
4. Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause or default.

20. LAW

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to interpretation and performance, and venue for any action brought with regard to this Agreement shall be in Santa Barbara County, California.

21. WAIVER

Any waiver by District of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of District to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping District from enforcing the terms of this Agreement.

22. NOTICES

All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

District: Santa Barbara Community College District  
 Attn: Lyndsay Maas, Acting Vice President Business Services  
 Address: 721 Cliff Drive  
 City, State, Zip: Santa Barbara, CA 93109-2394  
 Telephone: 805-730-4066  
 Fax: 805-897-3505  
 Email: lmmaas@sbcc.edu

Sub-Grantee: Allan Hancock Joint Community College District  
 Attn: Michael Black, Associate Superintendent/Vice President, Finance & Administration  
 Address: 800 S. College Drive  
 City, State, Zip: Santa Maria, CA 93454-6399  
 Telephone: 805-922-6966 ext. 3221  
 Fax: 805-928-7905  
 Email: mblack@hancockcollege.edu

Sub-Grantee: Antelope Valley Community College District  
 Attn: Diana Keelan, Executive Director, Business Services  
 Address: 3041 West Avenue K

City, State, Zip: Lancaster, CA 93536  
Telephone: 661-722-6300  
Fax: 661-722-6372  
Email: eknudson@avc.edu, dkeelen@avc.edu

Sub-Grantee: San Luis Obispo County Community College District  
Attn: Daniel Troy, Associate Superintendent/Vice President Administrative Services  
Address: P.O. Box 8106  
City, State, Zip: San Luis Obispo, CA 93403-8106  
Telephone: 805-546-3120  
Fax: 805-546-3966  
Email: daniel\_troy@cuesta.edu

Sub-Grantee: Santa Clarita Community College District  
Attn: Sharlene Corleal, Assistant Superintendent/Vice President, Business Services  
Address: 26455 Rockwell Canyon Road  
City, State, Zip: Santa Clarita, CA 91355  
Telephone: (661) 362-3405  
Fax: (661) 362-5480  
Email: Sharlene.Corleal@canyons.edu

Sub-Grantee: Ventura County Community College District  
Attn: David El Fattal, Vice Chancellor, Business & Administrative Services  
Address: 255 West Stanley Ave Ste 150  
City, State, Zip: Ventura, CA 93001  
Telephone: 805-652-5536  
Fax: 805-652-7700  
Email: delfattal@vcccd.edu

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

#### 23. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

#### 24. AGREEMENT IS COMPLETE

This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. No amendment, alteration or variation of the terms of this Agreement shall be void unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties. The Agreement documents consist of this Agreement, any Participation Agreements or exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by

District's or Sub-Grantees' Boards of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced Participation Agreements, attachments or exhibits to this Agreement attached or incorporated herein by reference.

IN WITNESS WHEREOF, all Parties agree.

**Signature Authorization Page**

Santa Barbara Community College District



Lyndsay Maas  
Acting Vice President  
Business Services

12/19/16  
Date

Santa Barbara Community College District



Anthony Beebe  
Superintendent/President

12-20-16  
Date

SBCC Board Approval Date:

12/8/16

San Luis Obispo County Community College District

By: \_\_\_\_\_

Authorized Representative

Print name:

\_\_\_\_\_

Title: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Allan Hancock Joint Community College District

By: \_\_\_\_\_

Authorized Representative

Print name:

\_\_\_\_\_

Title: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

**Ventura County Community College District**

By: \_\_\_\_\_

**Authorized Representative**

Print name:

\_\_\_\_\_

Title: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

**Santa Clarita Community College District**

By: \_\_\_\_\_

**Authorized Representative**

Print name:

\_\_\_\_\_

Title: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

**Antelope Valley Community College District**

By: \_\_\_\_\_

**Authorized Representative**

Print name:

\_\_\_\_\_

Title: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

**EXHIBIT A**

**SAMPLE PARTICIPATION AGREEMENT**

**PARTICIPATION AGREEMENT – SCOPE OF WORK  
REFERENCE #**

**Name of College:**  
**District:**

**College Contact Information:**  
**Project Coordinator Name:**  
**Address:**  
**Phone:**  
**E-Mail:**

**Project Name:**

**General Project Description:**

**Project Timeline:**

**Scope of Work:**

- 1.
- 2.

**Qualitative Outcomes:**

- 1.
- 2.

**Quantitative Outcomes:**

- 1.
- 2.

**Report Deadlines:**

Send Report Information to:

Name:  
Phone:  
Email:

**Other Terms and Conditions:**

**Contract Amount: \$**

Invoices must be sent to: Santa Barbara Community College District  
REFERENCE:  
721 Cliff Drive  
Santa Barbara, CA 93109

**Approvals and Signatures:**

By the signatures of each Party's authorized representative below, the Parties agree to the terms and conditions set forth in this Exhibit/Participation Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Master Agreement between the Santa Barbara Community College District and \_\_\_\_\_ College District, and binding upon the Parties without any further action by the Parties.

Santa Barbara Community College District  
Authorized Representative

\_\_\_\_\_ College District  
Authorized Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_