

SOUTH CENTRAL COAST REGIONAL CONSORTIUM MASTER AGREEMENT
K12 STRONG WORKFORCE PROGRAM
BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT AND

[Name of LEA Here]
[Title of Project Here]

January 1, 2023 – June 30, 2025

This agreement, **January 1, 2023** is entered into between **Santa Barbara Community College District** (hereinafter referred to as “Fiscal Agent”) and [Name of LEA Here] (hereinafter referred to as “Grantee”), collectively referred to as “Parties” and individually as “Party.”

1. RECITALS

WHEREAS, the **Santa Barbara Community College District** has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as “K12 SWP”) for the **South Central Coast Regional Consortium** (hereinafter referred to as “Regional Consortium”) and is responsible for distributing funds to each grantee within the region, following certification by the region’s K12 Selection Committee.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Community Colleges Chancellor’s Office (hereinafter referred to as “Chancellor’s Office”), in partnership with the California Department of Education (CDE) and as appropriated under Education Code §88827, for the K12 Strong Workforce Program to create, support, and/or expand high-quality career technical education programs at the K12 level.

WHEREAS, the Grantee is entering into this agreement to set the terms and conditions for their agency’s award of the K12 Strong Workforce Program, and to be accountable for all deliverables identified in the Grantees’ application titled [Title of Project Here] (hereinafter referred to as “Application”) and found in the Grantee’s certified K12 Strong Workforce Program Plan in the California Community Colleges Chancellor’s Office NOVA system (hereinafter, referred to as NOVA.)

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

2. AWARD AMOUNT

The total amount for this Agreement is \$_____ and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region’s K12 SWP Selection Committee and found in the Grantee’s certified K12 Strong Workforce Program project in NOVA.

For Round 5 FY 2022-2023, each K12 Selection Committee has created criteria for award decisions. [South Central Coast - Round 5 Regional Criteria](#). Each Selection Committee made decisions based on the criteria, merits of the proposed project, proportionality of the request, and alignment with the intent of

the legislation, funding applications which best met the priorities of the region as set by the regional plan and local labor market demand. (Exhibit A: K12 SWP Round 5 Request for Application (RFA,) p. 9).

Per Education Code Section 88830, when determining grant recipients, the K12 Selection Committee considered past performance of grantees before awarding additional funds to those reapplying for funds. Subsequent funding requests are not intended to sustain programs, rather, are intended to create a new CTE program that feeds into a community college program; phase in, augment, or improve the sequence of courses of pathway; or to scale a larger number of students of a previously funded K12 SWP project. Through the competitive grant process, applicants awarded a K12 SWP grant in one year are not guaranteed funding in a subsequent round of funding (Exhibit A: K12 SWP Round 5 RFA, p. 8).

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

Grantee certifies to the K12 Selection Committee that per Education Code, Section 88830, the Chancellor's Office will verify that required course data files to Cal-PASS Plus have been submitted.

Awarded K12 SWP LEA Leads must:

- Agree to the Statements of Assurance (in NOVA),
- Ensure the Lead LEA and all K12 Partner Agencies have an MOU with Cal-PASS Plus,
- Ensure all required Progress and Fiscal and Cal-PASS Plus reports are submitted on behalf of all K12 Partner Agencies (sub-grantees),
- Have an invoice process for all K12 Partner Agencies (sub-grantees), and
- Share K-12 SWP relevant communications and information with all partners

If the ADA for a K12 Partner Agency is included in the application, that K12 Partner Agency must:

- Receive K12 SWP awarded funds, and
- Submit all required K12 SWP Progress, Fiscal, and Cal-PASS Plus reports.

Any K12 SWP LEA not in compliance may be ineligible for future K12 SWP funding (Exhibit A: K12 SWP Round 5 RFA, p. 23).

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on January 1, 2023 and shall expire on June 30, 2025, unless terminated earlier in accordance with the termination/cancellation provisions of this Agreement.

The Grantee shall complete the tasks described in the Grantee's certified plan in NOVA and funds shall be expended in compliance with the requirements for the funding source and Grant Agreement with the Regional Consortium (Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 38.) and in accordance with Exhibit A: K12 SWP Round 5 RFA, Appendix C: Guidelines, Definitions, and Allowable Expenditures.

4. MODIFICATIONS

Grantee may request modifications to the work to be performed. **All such requests must be submitted in writing via email to the Regional Consortium prior to the modification being made.** The Regional Consortium may require that a Grant Amendment be processed, if the Regional Consortium determines that a change would materially affect the project outcomes or the terms of this Agreement and the terms included in Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 38.

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortium so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortium (see Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 38).

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

Grantees are required to fully expend their grants by the end of the expenditure period. If a grantee projects that they will be unable to do so, they should contact the Regional Consortium and arrange to have their grant reduced to a level which the grantee is confident can be fully spent within the expenditure period. **If a Regional Consortium has reason to question whether a grantee can fully expend their grant within the expenditure period, it may request that the grantee provide evidence that it will be able to do so.**

The **South Central Coast Regional Consortium** process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments will be in accordance with the guidance provided via memo and/or on the [Regional Consortium K12 SWP webpage](#).

ASSURANCES, CERTIFICATES, TERMS, AND CONDITIONS

Assurances, certifications, terms, and conditions are requirements of applicants and grantees as a condition of receiving funds. The certified K12 SWP application is a commitment to comply with the assurances, certifications, and terms and conditions associated with the grant as described in the K12 SWP Request for Applications and K12 SWP legislation (Education Code, Sections 88820-88833).

A duly authorized representative for the Lead LEA should review all assurances, certifications, and terms and conditions to be familiar with the grant expectations. The Statement of Assurance form in NOVA for the Lead LEA and all Partner LEAs attests that the Pathway/Program is:

- In compliance with the K12 SWP legislation (Education Code, Section 88827-88828 (c)(8)(C)),
- Aligned with the district(s)/partner district(s) 2022-23
- Informed by, aligned with, and expands upon the region's Regional Plan and planning efforts occurring through the Strong Workforce Program,

- Informed by Labor Market Information and regional priorities,
- Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

(Exhibit A: K12 SWP Round 5 RFA, p. 31)

Attest to the assurances that the Lead LEA and LEA Partners will:

- Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups. (Exhibit A: K12 SWP Round 5 RFA, p. 31)

As a condition of receiving funds, funded applicants shall do the following:

- Enter into a grant agreement with the applicable Strong Workforce Program Regional Consortium that may include terms and conditions provided by the Chancellor’s Office and the Regional Consortium.
- Certify that all identified partners are aware of this grant application and agree to its submission.
- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.
- Certify to the K12 Selection Committee that grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant was awarded.
- Make expenditure data on career technical education programs available for purposes of determining if the grant recipients have met the matching funds requirements specified in subdivision (c) of Section 88828, and for monitoring the use of funds provided pursuant to Section 88827.
- Every year, the awarded grantees (Lead LEAs and K14 Partners) must provide student-level data necessary to evaluate K12 SWP as required by Legislation and submit required end-of-year data files (Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 39).

5. INVOICING AND PAYMENT

Advance payment of 70% of the total amount of this Agreement will be paid, upon receipt of an invoice, after the Agreement is fully executed, a certified plan in NOVA, and copy of the Workplan (see Exhibit B: K12 SWP Round 5 Workplan Template). A detailed invoice shall be submitted on a form provided by the Fiscal Agent.

Grantee may request progress payment(s) up to 20% of the total amount of this Grant Agreement upon submission of an invoice and accompanying documentation as required by the Regional Consortium and completion of all reports due at the time the invoice is submitted. Payment of the final 10% will be made upon receipt of an invoice and accompanying documentation as required by the Regional Consortium, and review and approval by the Regional Consortium of expenditure/progress reports and the final report (Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 38).

The Grantee is obligated to provide proportional dollar match according to the terms set forth in Exhibit A: K12 SWP Round 5 RFA, p. 14, and as indicated in the Grantee's certified K12 Strong Workforce Program Plan in NOVA. Documentation of required match will be provided to the Fiscal Agent on the year-to-date expenditure and progress reporting schedule set forth in Exhibit A: K12 SWP Round 5 RFA, Appendix A: Grantee Requirements and Guidelines, p.37.

6. REPORTING

As a K12 SWP grant recipient, LEAs must collect extra data elements in addition to those required by CDE (Exhibit A: K12 SWP Round 5 RFA, p. 36). Report data can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

The K12 SWP grant recipients (both Lead and K12 Partner Agencies) must submit the required end-of-the-year files to CDE by November 1, immediately following the fiscal year for which data are being reported (Exhibit A: K12 SWP Round 5 RFA, Appendix A: Grantee Requirements and Guidelines, p. 36).

Grant recipients must also notify their region's K14 Technical Assistance Provider that data has been reported by the due date. The Regional Consortium may end contracts and grants from grantees that do not provide the required outcomes-based data. In addition, to ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both Lead and partnering LEAs, are required to upload end-of-year data files, as applicable and required by K12 SWP.

To ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both Lead and K12 Partner Agencies, are **required** to do the following:

- Ensure an active MOU is on file with Cal-PASS Plus throughout the life of the awarded grant, and
- Submit and /or ensure all required Progress and Fiscal and Cal-PASS Plus reports are submitted on behalf of all K12 Partner Agencies (Exhibit A: K12 SWP Round 5 RFA, Appendix A: Grantee Requirements and Guidelines, p. 36).

To ensure the successful implementation of the K12 SWP, grant recipients are required to submit:

- five (5) Progress and Expenditure Reports via the NOVA Reporting System,
- three (3) Annual Course Data Reports via Cal-PASS Plus, and
- one (1) Final Report K12 Expenditure Report and Outcomes via the NOVA Reporting System.

The required reports demonstrate that grant recipients have met the dollar-for-dollar match requirement (specified in Education Code, Section 88828) and are providing program deliverables using the K12 SWP funds pursuant to Education Code, Section 88827. It is the responsibility of the lead LEA to ensure that all K12 Partner Agencies on the project submit mid-year progress and expenditure reports either on their own or to the Lead LEA to submit on their behalf. Failure to submit required reports or evidence that deliverables have been met could result in the loss and/or remittance of all awarded funds (Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 37).

Reports are to be submitted by the due dates indicated in Table 7 of the Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 37). Extensions of reporting deadlines may be made with the approval of the Regional Consortium. Due dates are subject to change, pending announcement from the CA Community College Chancellor's Office (Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 37).

K12 SWP funding is project-based with project submissions and reporting expenditures in NOVA. The Grantee agrees to adhere to the fiscal reporting frequency as identified in Exhibit A: K12 SWP Round 5 RFA, Appendix B: Program-Specific Legal Terms and Conditions, p. 37. Every attempt will be made to provide the Grantee with a 30-day notice of report due dates and any changes to the reporting schedule. Periodic fiscal and narrative progress reports of project progress may be requested by the Fiscal Agent at any time.

Grantee shall prepare and submit outcomes data as required by the legislation §88828 (d) (8). As per the legislation, failure to provide this data may result in termination of the grant.

7. SUBGRANTING AND SUBCONTRACTING

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Grantee. Grantee's obligation to pay its subgrantees and subcontractors is independent from the obligation of the Fiscal Agent to make payment to the Grantee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any moneys to a sub-grantee or subcontractor.

The Grantee shall immediately notify the Fiscal Agent to obtain all approvals for changes or additions to subgrantees not specifically named in the grant Application.

8. RECORDS AND AUDITS

- A. Parties must maintain records regarding use of program funds, and progress made towards objectives and/or performance under the applicable K12 Strong Workforce Program Application.
- B. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

9. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and delivered via email. A Party to this Agreement may also give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Such notice shall be effective when received, as indicated by a return email acknowledging receipt. Each Party has the responsibility of keeping notice contact information accurate and current.

For Fiscal Agent:

Name of CCD: Santa Barbara Community College District
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109

For project/program related matters:

Attention Name: Holly Nolan Chavez
Title: Executive Director, South Central Coast Regional Consortium
E-mail: hchavez@vcccd.edu
Telephone: (805) 922-6966 x 5276

For fiscal related matters:

Attention Name: Luann Swanberg
Title: Grant and Fiscal Agent Director
E-mail: lrswanberg@pipeline.sbccc.edu
Telephone: 805.479.7670

For Grantee:

Name of LEA:
Address:
City, State, Zip:

Attention Name:
Title:
E-mail:
Telephone:

Attention Name:
Title:
E-mail:
Telephone:

For fiscal related matters:

Attention Name:
Title:
E-mail:
Telephone:

Name and Title of the individual who is authorized to sign the Agreement on behalf of the District.

Attention Name:

Title:

Email:

Telephone:

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

10. TERMINATION

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

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

11. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Chancellor's Office. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Grantee. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Grantee a written request to appeal said decision. Pending final decision of the appeal, Grantee shall act in accordance with the written decision of the Fiscal Agent or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the

payment of any moneys to the Grantee, or otherwise, Grantee agrees that it will not directly or indirectly stop or delay the work directed by Fiscal Agent, or any party thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

12. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

13. INSURANCE

Acceptance of this Agreement constitutes that Grantee is not covered under Fiscal Agent's general liability insurance and that Grantee agrees, during the term of this Agreement, to maintain, at the Grantee's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Grantee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. **Workers' Compensation:** Grantee shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the Grantee.
- B. **General Liability:** The policy shall contain a combined single limit of liability of not less than \$1,000,000.
- C. **Automobile Liability:** If automotive vehicles are operated by Grantee in Grantee's performance of Grantee's obligations under this agreement, Grantee shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. Grantee shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Grantee shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

“Santa Barbara Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder.”

14. INDEPENDENT CONTRACTORS

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

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

15. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§88827-88833, and with the guidance documents provided by the California Community College Chancellor’s Office, Exhibit B: K12 Strong Workforce Program RFA, and other guidance published by the California Community College Chancellor’s Office, currently posted on Strong Workforce Program website:

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

By signing this Agreement, the Grantee certifies that it complies with state and federal requirements for Standards of Conduct, Workers’ Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

16. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, the Grantee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, Grantee shall be responsible for paying all such costs.

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

- A. During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Grantee shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Grantee shall also comply with the provisions of Government Code §§11135- 11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§59300 et seq.)

18. UNENFORCEABLE PROVISION

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

19. WAIVER

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

20. COMPLIANCE WITH APPLICABLE LAWS

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

Grantee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

21. INTELLECTUAL PROPERTY

- A. Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

22. DEBARMENT AND SUSPENSION

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

23. ORDER OF PRECEDENCE

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

- 1) the Agreement,
- 2) Exhibit A: K12 Strong Workforce Program Round 5 RFA,
- 3) the Grantee's certified K12 Strong Workforce Program Plan in NOVA

Signature Authorization Page

SOUTH CENTRAL COAST REGIONAL CONSORTIUM MASTER AGREEMENT

K12 STRONG WORKFORCE PROGRAM

BETWEEN

SANTA BARBARA COMMUNITY COLLEGE DISTRICT AND

[Name of LEA Here]

[Title of Project Here]

January 1, 2023 – June 30, 2025

Santa Barbara Community College District

Kindred Murillo, Ed.D.
Superintendent/President

Date: _____

SBCC Board Approval Date: _____

Local Education Agency (LEA)

By: _____ (Authorized Representative)

Print name: _____

Title: _____

Agency: _____

Board Approval Date: _____