

A SUB-AWARD BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

And

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

Resulting from a Grant to Implement the

Middle College High School Program

Between

BOARD OF GOVERNOR'S, CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

And

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
(Award Number 19-035-009)

This Sub-Award Agreement ("Sub-Award") is made and entered on July 1, 2019 by and between the **Santa Clarita Community College District**, a California community college district and political subdivision of the State of California ("District"), and **William S. Hart Union High School District**, a public school district organized and existing pursuant to the laws of the State of California ("Sub-Awardee"), in response to the Middle College High School Program ("Grant") received by District. District and Sub-Awardee are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, the Grant Award Notice (Award Number 19-035-009) between the Board of Governor's, California Community Colleges Chancellor's Office ("CCCCO") and District shall be incorporated herein;

WHEREAS, provisions noted in the Grant Award Notice, including the grant application, with all required forms, also apply to this Sub-Award, are included by reference and are binding upon the Parties to this Sub-Award;

WHEREAS, the Parties will use Grant funds to continue to operate, in accordance with the laws of the State of California, an established Middle College High School ("MCHS"), Academy of the Canyons ("AOC"), serving grades nine (9) through twelve (12), and provide opportunities for high risk youth with college potential, including students of lower socioeconomic status, under-represented students in the college environment, first-time college goers, and other high school students for whom a smooth transition into post-secondary education is problematic due to other factors;

NOW, THEREFORE, in consideration of the Terms and Conditions hereinafter set forth, the Parties hereto do hereby agree as follows:

I. SCOPE OF SUB-AWARD:

A. Sub-Awardee's responsibilities will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices and in accordance with Exhibit A - Scope of Work, and Exhibit B - Budget, attached hereto and made a part hereof.

B. Grant Award may be used for:

1. Reasonable costs for the development of the MCHS such as printing, materials, etc.
2. Costs related to parental and community involvement and student recruitment activities.
3. Stipends for MCHS site planning committee members.
4. Stipends for MCHS faculty and staff for staff development/training and other Grant-related purposes.
5. Professional development costs.
6. All costs related to attendance at MCHS Initiative meetings, conferences and workshops.

C. Grant Award may not be used for:

1. Capital construction and leasing of facilities.
2. Indirect or overhead costs.

II. TERM

The term of this Sub-Award shall correspond with that of the Grant and shall commence on **July 1, 2019, and shall continue in full force and effect thereafter until and including June 30, 2020 ("Term")**, unless this Sub-Award is terminated during the Term pursuant to this Sub-Award.

III. PAYMENT

- A. Up to **Sixty-Three Thousand Eight Hundred Eighty-Eight Dollars (\$63,888)**, will be reimbursed to Sub-Awardee by District and shall be utilized in accordance with the terms and conditions of this Sub-Award, unless otherwise determined by the CCCCCO ("Grant Award").
- B. Payment for the delivery of services specified shall be made upon written request of Sub-Awardee to the District by the submission of a monthly invoice. District shall reimburse Sub-Awardee for costs and expenses incurred in the performance of the Sub-Award, in accordance with the terms of the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. As agreed to in advance, requests for reimbursement financial documentation must report expenses on an actual cost reimbursement basis. Invoices must be sent to the attention of Fiscal Services and shall include the invoice date and date(s) of service(s). Invoices shall be paid on a "net 30-day basis". An invoice cannot be paid unless this Sub-Award has been signed by Sub-Awardee and has been properly executed by District, and Sub-Awardee has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.
- C. This Sub-Award is subject to the procurement of adequate funding, which may be subject to reductions, limitations or conditions that may affect the provisions, terms, or funding of this Sub-Award in any manner. District reserves the right to adjust the responsibilities, and/or cancel this Sub-Award, if funds become unavailable for the responsibilities listed in this Sub-Award. The termination notice period shall be thirty (30) days if the Grant is not renewed and funding is no longer available.
- D. District must receive requests for reimbursement and support documentation for all expenditures rendered in June during the first week of July and no later than July 15th to accommodate end of year closeout activities.

IV. RECORDS/AUDITS

A. Records

In accordance with 19-035-009 Grant Agreement, and in order to be in compliance with CCCCCO requirements, the Sub-Awardee must maintain records regarding the use of grant funds and progress made towards grant objectives/performance.

1. Records regarding use of grant funds:

- a. The Sub-Awardee will maintain appropriate financial records in accordance with generally accepted accounting practices.
- b. The Sub-Awardee will maintain original financial documentation (invoices and receipts) on file at the Sub-Awardee's location and provide copies of such documentation for reimbursement or upon request of District or allow District, District's authorized representatives or agents, auditors, or CCCCCO staff to view such records.
- c. The Sub-Awardee will submit monthly payroll records including fringe benefits for each staff/faculty member paid by the grant.

2. Records regarding progress toward grant objectives/performance:

- a. The Sub-Awardee will submit Monthly Progress Reports as well as a cumulative Year-To-Date Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project. The Year-To-Date Progress Report must include a complete status and all data elements required by the CCCCCO.
- b. Sub-Awardee agrees to cooperate with Project Director and supply information and records needed to track progress. Monthly Progress Reports and the cumulative Year-To-Date Progress Report shall be provided to the District.

B. Audit

1. The Sub-Awardee shall preserve and make available all records related to this Sub-Award for examination by District, CCCCCO, and/or their duly authorized representatives or agents:
 - a. The Sub-Awardee shall retain these records for three (3) years after the completion of the grant;
 - b. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
 - c. The retention period starts on the day the grantee submits its last expenditure report for that period, but not before June 30, 2020.
 - d. Any costs that, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the Sub-Award has expired;
 - e. Failure to comply with terms of this paragraph may lead to the termination of the Sub-Award in accordance with Article IX of this Sub-Award.
2. As required by California Education Code Section 84040, District and Sub-Awardee will conduct their annual financial and compliance audit with each covering the cost for their respective audits.

V. ASSURANCES

A. Certification

1. Acceptance of this Sub-Award constitutes certification that the Sub-Awardee is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Acceptance of this Sub-Award constitutes certification that the Sub-Awardee is not delinquent on any federal debt.
3. Acceptance of this Sub-Award constitutes certification that the Sub-Awardee is in compliance with sections 5151-5160 of the drug free workplace act of 1988.
4. Acceptance of this Sub-Award constitutes certification that the Sub-Awardee is in compliance with the series 3000 of the staff diversity/affirmative action policy (in Americans with Disabilities Act [1990], Ed Code 87100, Title V, California Code of Regulations Policy Number 3010 (x)).
5. Acceptance of this Sub-Award constitutes certification that to the best of the Sub-Awardee's knowledge and belief:
 - a. No state appropriated funds have been paid or will be paid, by or on behalf of the Sub-Awardee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, any extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If funds other than state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federal grant, grant, loan, or Sub-Award, the Sub-Awardee shall complete and submit standard form-LLL, "Disclosure form to report lobbying," in accordance with its instructions.
 - c. The Sub-Awardee shall require that the language of this certification be included in the award documents for all Sub-Awards at all tiers (including Sub-Awards, sub grants, and contracts under grants, loans, and cooperative agreements) that all sub recipients shall certify and disclose accordingly.
 - d. Sub-Awardee agrees to notify District immediately if there is any change of status in Article V.A.1, 2, 3, 4, or 5 above.

VI. PROGRESS RECORDS

A. Records regarding progress toward grant objectives/performance:

1. The Sub-Awardee will submit Monthly Progress Reports that address progress made toward meeting grant objectives, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
2. Sub-Awardee agrees to cooperate with Project Director and supply information and records needed to track progress.

VII. DESIGNATION OF PERSONNEL

A. All inquiries and reports regarding this Sub-Award should be directed to District's point of contact:

District: Santa Clarita Community College District
Name: Omar Torres
Title: Project Director
Address: 26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Phone: (661) 362-3135
Email: Omar.torres@canyons.edu

Legal Notices To: Santa Clarita Community College District
Name: Sharlene Coleal
Title: Assistant Superintendent/Vice President, Business Services
Address: 26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Phone: (661) 362-3476

B. All inquiries and reports regarding this Sub-Award should be directed to Sub-Awardee's point of contact:

Sub-Awardee: William S. Hart Union High School District
Name: Pete Getz
Title: Principal
Address: 26455 North Rockwell Canyon
Santa Clarita, CA 91355
Email: pgetz@hardtdistrict.org

Legal Notices To: William S. Hart Union High School District
Name: Ralph Peschek
Title: Chief Financial Officer
Address: 21380 Centre Point Parkway
Santa Clarita, CA 91350
Email: rpeschek@hardtdistrict.org

C. Sub-Awardee will inform the District of all personnel changes.

VIII. SUSPENSIONS AND TERMINATION OF FUNDS

Pursuant to a mutual understanding that the terms of this Sub-Award do not encumber the implementation of award number 19-035-009 as granted by the CCCCCO for the explicit purposes of this project, either Party may suspend or terminate this Sub-Award upon thirty (30) days written notice, when at any time in either Party's determination, the other Party to this Sub-Award violates or departs from the terms and conditions of this Sub-Award; or if the program would not be achieved by continuance of the existing contract; or if the Sub-Awardee fails to submit the reports required under this Sub-Award according to the established schedule. Termination of this Sub-Award, however, will not invalidate commitments or obligations properly incurred by the Sub-Awardee prior to the date of termination that cannot be cancelled.

IX. DISPUTES

All claims, disputes, and other matters in question between the District and Sub-Awardee arising out of or relating to this Sub-Award or the breach thereof 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, minitrial, 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 nearest the District office involved in the suit. Should it be necessary for either Party

to initiate legal proceedings to resolve disputes arising out of or relating to this Sub-Award, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Sub-Award, the performance of any work, the delivery of any material, the payment of any moneys to Sub-Awardee, or otherwise, Sub-Awardee 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.

X. INDEMNIFICATION

Sub-Awardee agrees to 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, attorneys' 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 negligent act or willful misconduct by Sub-Awardee, of its duties and responsibilities under this Sub-Award, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Sub-Award.

District agrees to hold harmless and indemnify Sub-Awardee, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' 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 negligent act or willful misconduct by District, of its duties and responsibilities under this Sub-Award, unless such performance or nonperformance occurred at the direction of or was caused by Sub-Awardee. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Sub-Award.

XI. INSURANCE

Sub-Awardee agrees to maintain, during the performance of Description of Work and Deliverables covered by this Sub-Award, 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 Sub-Award, 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 with combined single limit on 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.

Sub-Awardee 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 signed Sub-Award* or no later than ten (10) days prior to the effective date of this Sub-Award. If requested by the District, a certified copy of the actual policies with appropriate Endorsement(s) and other documents shall be provided to the District.

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

XII. ANTI-KICKBACK

The anti-kickback act of 1986 was passed to deter Sub-Awardees from making payment for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a Sub-Award relating to a prime contract. By acceptance of this Sub-Award, the Sub-Awardee agrees to comply with the following regulations: FAR 3.502 and FAR 52.203.7.

XIII. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Sub-Award, the Sub-Awardee price includes all applicable Federal, State, and local taxes and duties.

XIV. LAW

This Sub-Award shall be governed by and construed in accordance with the laws of the State of California. Venue shall reside in Superior Court, County of Los Angeles.

XV. ADDITIONAL TERMS AND CONDITIONS

- A. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Sub-Award and for five (5) years after termination or expiration of the Sub-Award, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Sub-Award. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Sub-Award.
- B. Privacy of Student Records. The parties acknowledge that student educational records are protected by the Family Education Rights and Privacy Act ("FERPA") and California law, and that student permission must be obtained before releasing student records.
- C. Assignment. Neither Party shall assign or transfer any of its rights or obligations under this Sub-Award, including by operation of law or change of control or merger, without the other Party's prior written consent.
- D. Entire Agreement and Amendment. This Sub-Award 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. This Sub-Award cannot be modified orally, and is to be modified only by a written instrument executed by the Parties. The agreement documents consist of this Sub-Award, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Sub-Award. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in the Operating Agreement, (b) provisions set forth in this Sub-Award, and (c) provisions set forth in any referenced attachments or exhibits to this Sub-Award attached or incorporated herein by reference.
- E. Non-Assumption of Liabilities. Neither Party shall be liable for the prior, existing or future obligations, liabilities or debts of the other Party.
- F. Non-Discrimination. Sub-Awardee agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, genetic information, nationality, national origin, ancestry, pregnancy, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or military or Vietnam-era veteran status.
- G. Non-Waiver. The failure of Sub-Awardee or District to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Sub-Award, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- H. Severability. If any term, condition or provision of this Sub-Award 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, and shall not be affected, impaired or invalidated in any way.

XVI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (applicable to all agreements funded in part or whole with federal funds).

- A. By executing this contractual instrument, Sub-Awardee 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, Sub-Awardee certifies to the best of its 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-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of 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 Sub-Awardee'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, of this certification;
4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
5. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
6. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, both Parties agree.

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: 
Signature of Authorized Representative

Print Name Ralph Peschek

Print Title CFO

Date 9/6/17

BY: _____
Signature of Authorized Representative

Print Name Omar Torres

Print Title Associate Vice President, Academic Affairs

Date _____
District's Board of Trustee's
Approval/Ratification Date

EXHIBIT A
SCOPE OF WORK

Sub-Awardee Responsibilities: Sub-Awardee's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices as follows:

- A. Develop effective recruitment and selection strategies that target at risk students including implement early recruitment strategy that targets middle schools to identify appropriate freshman, select a high school partner with significant number of high school dropouts. Target enrollment for Fall term is four hundred (400) students.
- B. Collaborate with school personnel to identify and select students who fit at risk profile, which include the following characteristics:
 - 1. Below grade level in reading and mathematics
 - 2. Poor attendance history
 - 3. Below average grades
 - 4. Families that meet the financial criteria for the federal free lunch program, and
 - 5. Insufficient academic credits to remain at grade level or to graduate from high school.
- C. Collaborate with school personnel to educate parents/guardians about the importance of minimizing school absences, following-up with teachers when absences occur to ensure that students catch up with assignments, that all classroom and homework assignments are completed in a timely manner, and participating in teacher/parent/ guardian conferences and MCHS school meetings whenever possible.
- D. Develop and enroll MCHS students in courses required for a high school diploma.

Joint Responsibilities:

- A. Continue to operate the AOC MCHS (grades 9-12) on the Valencia Campus of College of the Canyons.
- B. Develop collaborative processes between the Sub-Awardee and District on curriculum development, options for dual enrollment, student support services and common and specific administrative jurisdiction.
- C. Establish and utilize a broad-based advisory board (i.e., parents/guardians, community members, administration, faculty, and staff).
- D. Develop and enroll MCHS students in courses applicable towards an AA/ AS degree (including the AA-T and AS- T), vocational certificate or transfer preparation.
- E. Graduate ninety percent (90%) or more of the enrolled students from high school.

EXHIBIT B

BUDGET